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DECLARATION AND BY-LAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration, with By-Laws and Drawings attached, was filed with this office on _____, 1988.

County Auditor

This instrument prepared by:

Joan U. Allgood, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022

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DECLARATION

This is the Declaration of Heritage Glen Condominium made on or as of the _____ day of _____, 1988, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act").

Recitals

A. Developers Diversified Builders, Inc., an Ohio corporation, "Declarant," is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the Condominium Act.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Heritage Glen Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time.

2. "Association" and "Heritage Glen Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

4. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the Condominium Act.

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6. "Condominium" and "Heritage Glen Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

7. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium property or Unit."

9. "Condominium organizational documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

10. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. "Declarant" means Developers Diversified Builders, Inc., an Ohio corporation, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

12. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

13. "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

14. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

15. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the Condominium Act.

16. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

17. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

18. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

19. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

20. "Unit owner" and "Unit owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's nonprofit corporation act.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the Condominium Act:

ARTICLE I

THE LAND

A legal description of the land constituting the Condominium Property, located in the City of Twinsburg, County of Summit, and State of Ohio, is attached hereto and marked "Exhibit A."

ARTICLE II

NAME

The name by which the Condominium shall be known is "Heritage Glen Condominium."

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed; to establish a unit owners association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for and purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Areas Uses. Except as specifically provided otherwise herein, those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes or curtains) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or television or citizens band or other radio antenna or transmitter, satellite dish, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio or balcony unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, motorcycles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles

towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be leased for a period of less than one year or rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. *

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Areas shall

be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants. The Board may, upon compliance with the requirements of subsection 2(o) of this Article III, permit the erection of a small fenced area (to be maintained by the Unit owner at his cost and expense at all times in accordance with the directives of, and the rules and regulations established by, the Association from time to time) for pets, which area shall extend no further than the rear of that Unit's limited common patio area, and no further than the extension of that Unit's side boundary line.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. Except as hereinafter specifically provided, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within 60 days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the

Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within 60 days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within 30 days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

There are 12 residential buildings constituting a part of the Condominium, each containing two Units with enclosed two-car garages, all constructed in a townhouse plan. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, brick veneer foundation, wood siding, and drywall. The buildings are located as shown on the Drawings. A privacy fence will be erected on the Condominium Property between the Units within each building.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the 24 Units is designated on the Drawings by a number. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit B."

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the ground level floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(2) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, furnaces, hot water heaters, heat pumps, and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and roof decks which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(5) all interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(1) any structural element of the building contained in interior walls; and

(2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit or the Common Areas.

(b) Unit Sizes, Locations and Components. The location of each part of each Unit, the approximate size of each Unit's interior, and the number of rooms in each Unit are shown on the Drawings.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas -- Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas -- Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas. In the case of each Unit, the Limited Common Areas appurtenant to that Unit consist of patios, decks and

porches, if any, adjacent to and serving such Unit. All such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit designated to be served by the same.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit is 1/24th and, in each case, is based on each Unit having an equal interest in the Common Areas, notwithstanding that all Units do not contain the same square footage of floor space. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

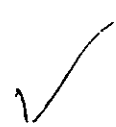
UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owners association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners Association shall be limited to the Unit owners, and every person or entity who is or become a record owner of a fee or undivided fee-simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Trustees. The Unit owners other than the Declarant shall elect one-third (two) of the Trustees at such meeting and the Declarant shall designate the other two-thirds (four) of the Trustees, which six Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the following paragraph, those interests shall be computed by comparing the number of Units sold and conveyed to 24, the maximum number of Units that will be created.



Upon the earlier of (a) the fifth anniversary of the date of the establishment of the Association, and (b) thirty days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect six Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. The terms of the six Trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Trustees whose terms then expire shall be elected to serve three-year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on 30 days' written notice; shall be terminable by either party, without penalty, on 90 days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on 90 days' written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person initially to receive service of process for the Association, and that person's residence or place of business, which is Summit County, Ohio, where the Condominium is situated, is:

Phillip L. McGill
1801 C Rolling Hills Drive
Twinsburg, Ohio 44087


In the event this individual for any reason is not or ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association the person to receive service of process for the Association shall be the statutory agent for such corporation.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Areas, and, provided, however, that the Association shall not be required to provide routine maintenance or cleaning or snow removal with respect to walkways raised above driveway level, patios, decks, or porches, nor shall it repair or maintain any improvements within such Limited Common Areas.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and provide routine maintenance and cleaning and snow removal with respect to walkways raised above driveway level, the patio, decks, and porches appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor; and repair and maintenance of the interior of the patios, decks, and porches and any improvements therein. In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.



ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Areas or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(a) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of the Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) shall provide that no assessment may be made against a first mortgage lender or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interests superior to a first mortgage;

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating;

(d) shall be written in the name of the Association for the use and benefit of the individual Unit owners, or its authorized

representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners;


(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must provide that the insurance carrier shall notify all first mortgagees named at least ten days in advance of the effective date of any reduction in or cancellation of the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and, unless otherwise prohibited by The Mortgage Corporation or the Federal National Mortgage Association, to each such Unit owner's mortgagee, as their interests may appear; and

(f) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be cancelled or substantially modified by any party, without at least ten days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the policy.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees and officers



liability insurance, fidelity bonds, and such other insurance as the Board may determine.

Section 4. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 5. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 6. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by

the Board in payment therefor; provided, however, that in the event that within 60 days after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 7. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within 60 days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, the Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sold as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in proportion to their percentage interests in Common Areas.

Section 2. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages

appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as herein after provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit owner or his, her or its mortgagee, there shall be

allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking.

Section 3. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and to egress to the members of that Unit owner's family and to occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the Owners or occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.



Section 3. Reservation of Right to Dedicate Roadway and Utility Easements. Declarant hereby reserves unto itself and its successors and assigns the right to dedicate portions of the Condominium Property to the City of Twinsburg, Ohio for (a) roadway purposes for ingress and egress to and from the Condominium Property and Chamberlin Road at the location shown on the Drawings, (b) utility lines at the locations shown on the Drawings or at such other locations which will not unreasonably interfere with the use and enjoyment of the Condominium Property, and (c) jogging and bicycle paths. Upon such dedication, the portions so dedicated shall cease to be part of the Condominium Property. The Declarant shall have the right to so dedicate portions of the Condominium Property without the consent of the Board or any Unit owner. Timberlin Road and Chamberlin Road are private roadways and are not public rights-of-way dedicated and accepted by the City of Twinsburg.


Section 4. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 6. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas, satellite receiving dishes, and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 7. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 8. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and



upon the Common Areas (a) for a one-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

Section 9. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the President of the Association, his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 10. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

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Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements Apportionment: Due Dates.

(a) Annual Operating Assessments.

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(1) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

- a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
- b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- c. the estimated next fiscal year's costs for utility services not separately metered;
- d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro rata share of the annual operating assessment for that Unit. The Association may from time to time establish a reasonable late charge to be assessed against Unit owners not paying installments by the due date.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property and assess each Unit owner for his, her or its share of such real

estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units shares of taxes and assessments shall be binding upon all Unit owners.

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Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof as sent by the Board to the Unit owner subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and (iii) charge a reasonable uniform late fee, as determined from time to time by the Board.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other authorized officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

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(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Summit County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner or owners successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit; provided, however, that any such delinquencies in such event shall be respread among all Units, including the Unit to which the delinquencies pertain.

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Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed addition or amendment of the Condominium organizational documents effecting a material change or addition in provisions establishing, providing for, governing or regulating (a) voting, (b) assessments, assessment liens or subordination of such liens, (c) reserves or maintenance, repair and replacement of Condominium Property, (d) insurance or fidelity bonds, (e) rights to use of the Common Areas, (f) responsibility for maintenance and repair, (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, (h) the boundaries or composition of any Unit, (i) the interests in the Common or Limited Common Areas, (j) the convertibility of Units into Common Areas or of Common Areas into Units, (k) the leasing of any Unit or part thereof, (l) the imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit, or (m) any provisions which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.
2. any proposed termination of the Condominium as a condominium regime;
3. any condemnation or eminent domain proceeding which may affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
4. any decision by the Association not to restore substantial damage or destruction;
5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. times and places of Unit owners' meetings; and
8. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

No addition or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors or for clarification only.

ARTICLE XVII

CONDOMINIUM INSTRUMENT REQUIREMENTS

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Section 1. General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is

provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this Article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000 or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-laws.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyer of a Unit from it, which are not binding upon the Declarant or enforceable by the buyer unless and until the sale of the Unit to the buyer is closed.

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A. Units. Except as provided in subparagraph C, below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year commencing on the date the deed is filed for record following the sale of the first Unit in the Condominium Property to a buyer in good faith for value.

B. Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property or the Additional Property, as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years commencing (i) on the date the deed is filed for record following the sale of the first Unit in the Condominium Property to a buyer in good faith for value, and (ii) with respect to any portion of the Additional Property submitted to this Declaration, on the date the deed is filed for record following the sale of the first Unit in such portion of the Additional Property to a purchaser in good faith for value.

C. Appliances, etc. In the case of ranges, refrigerators, disposals, and other appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to each buyer of a Unit all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is strictly limited to the Declarant's warranty that the same have been properly installed.

D. Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers pursuant to the foregoing provisions of this Section 4.

E. Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied warranties, if any, are limited to one year from the date on which the unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

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ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium; and

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant

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pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Summit County, Ohio.

ARTICLE XIX

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit owner's or mortgagee's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. The aforesaid option shall be renewable for an additional seven year period at the option of Declarant, exercisable within six months prior to the expiration of the original seven year period, with the consent of a majority of Unit owners other than Declarant. Notwithstanding the foregoing, Declarant, by written notice to the Association, may elect to waive the option to expand effective at a time prior to its expiration. There are no other circumstances that will terminate the option to expand.

Section 4. Legal Description. A legal description, by metes and bounds, of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium act as part of this Condominium, is attached hereto and marked "Exhibit C," and referred to herein as the "Additional Property." Declarant presently is the owner of all of the Additional Property.

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements or portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, as some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 16 (for a total of 24 Condominium Units), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonably compatible with, but need not be substantially identical to, the structures then on the Condominium Property in terms of quality or construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements, or changes from townhouse to ranch style or one-story units.

Section 11. Improvements Other Than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property added to

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the Condominium Property, and no other nonstructural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and reasonably compatible with, but need not be substantially identical to, the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed consistent and compatible notwithstanding changes in the square footage, interior layout of the Units and changes from townhouse to ranch style or one-story units. There are no other limitations as to the types of Units which may be created on the Additional Property.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, patios, decks, and porches. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium act.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated among all Units so that all Units have an equal interest in the Common Areas; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration con-

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flicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first set forth above.

Signed and acknowledged
in the presence of (as
to both):

DEVELOPERS DIVERSIFIED BUILDERS, INC.,
an Ohio corporation

Elizabeth C. Dwyer
John Allgood


By: [Signature]
John R. McGill
Its: President
By: [Signature]
Bert L. Wolstein
Its: Vice President

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STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a notary public in and for said county and state, personally appeared the aforesaid DEVELOPERS DIVERSIFIED BUILDERS, INC., an Ohio corporation by JOHN R. MCGILL, its President, and BERT L. WOLSTEIN, its Vice President, who did acknowledge that they did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation, and their free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Moreland Hills, Ohio on this 17th day of April, 1988.



Notary Public
ELIZABETH A. BERRY
Notary Public, State of Ohio, Cuya. Cty.
My Commission Expires Mar. 8, 1993

This instrument prepared by:

Joan U. Allgood, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022

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In the event you sell your unit this copy of the by-laws needs to be passed on to the new owner

BY-LAWS

(Code of Regulations)

OF

HERITAGE GLEN CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Heritage Glen Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Heritage Glen Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit owners (members) and of the Trustees (Board of Managers) of the Association shall be at such place in Summit County, Ohio as the Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Heritage Glen Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Summit County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so 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 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Robert's Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board; the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents);

- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or the By-Laws, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit owners exercising a majority of the voting power of Unit owners; and
2. upon the request of the holders of fifty-one percent (51%) or more of the first mortgagees on Units, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such holders.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the Summit County, Ohio, the county in which the Condominium is located.

1595N

OR 157-834

OK

MAIL TO:

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D/
714

COUNTY OF SUMMIT
RECEIVED & RECORDED

88 DEC -1 PM 3:45

RALPH JAMES - RECORDER

FEE \$PLAT 129.60

DECLARATION - 24.00

COMMERCE BOX

464126

CAB-E

SLIDE 1-6

153.60

DOCUMENT NUMBER

OFFICIAL RECORD


(DO NOT REMOVE FROM RECORD)

137
663
D/
714

FIRST AMENDMENT
TO
DECLARATION CREATING
AND
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

CERTIFICATE OF AUDITOR

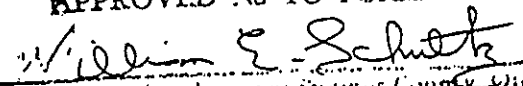
A copy of this First Amendment, with Drawings attached, was
filed with this office on DEC 1, 1988.


SUMMIT COUNTY AUDITOR
William E. Schute
Deputy Auditor

This instrument prepared by:

Joan Allgood, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Mansfield Hills, Ohio 44022

APPROVED AS TO FORM


Assistant Prosecuting Attorney Summit County, Ohio

FIRST AMENDMENT
TO
DECLARATION CREATING
AND
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE
REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

WHEREAS, on October 31, 1988, DEVELOPERS DIVERSIFIED BUILDERS, INC., an Ohio corporation ("Declarant"), submitted certain property in the City of Twinsburg, County of Summit, and State of Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership by filing with the Auditor for Summit County, Ohio an instrument entitled "Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium" (the "Declaration") with drawings (the "Drawings") attached thereto;

WHEREAS, the Declaration was filed for record on October 31, 1988 and recorded in O.R. Volume 139, Pages 663 through 713 of Summit County Records;

WHEREAS, the Drawings were filed for record on October 31, 1988 and recorded in Cabinet D, Slide 714, of Summit County Records;

WHEREAS, Article XIX of the Declaration reserves unto Declarant the right to amend the Declaration and the Drawings for the purpose of submitting certain additional property to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership;

WHEREAS, Declarant has determined to submit a portion of the Additional Property, as defined in the Declaration and more particularly described on Exhibit C thereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership; and

WHEREAS, Declarant, as the owner of all of the Additional Property, desires to amend the Declaration and to supplement the Drawings pursuant to Article XIX of the Declaration and Section 5311.051 of the Ohio Revised Code by submitting a portion of the Additional Property and the additional six Units located thereon to the Declaration, making a total of 14 Units in Heritage Glen Condominium;

NOW, THEREFORE, pursuant to Article XIX of the Declaration and Section 5311.051 of the Ohio Revised Code, Declarant hereby declares as follows:

1. Terms of Art. The capitalized words and phrases used herein shall have the meanings ascribed to them in the Declaration unless otherwise defined herein.

2. Submission of Phase II. Declarant hereby submits the portion of the Additional Property described on Exhibit A-2 attached hereto and made a part hereof, together with all buildings, structures, and improvements situated thereon, and all easements, rights, and appurtenances belonging thereto (collectively, "Phase II") to the provisions of the Declaration, as amended hereby, and Phase II is hereby included in and made a part of the Condominium Property.

3. Improvement Descriptions. Article IV of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

ARTICLE IV
IMPROVEMENT DESCRIPTIONS

There are seven residential buildings constituting a part of the Condominium, each containing two Units with enclosed two-car garages, all constructed in a townhouse plan. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, brick veneer foundation, wood siding, and drywall. The buildings are located as shown on the Drawings.

4. Unit Designations. (a) Article V, Section 1, of the Declaration is hereby amended to provide that each of the 14 Units is designated on the Drawings, as supplemented hereby.

(b) Exhibit B to the Declaration is hereby deleted and Exhibit B attached hereto is inserted in lieu thereof.

5. Undivided Interest. Article VI, Section 3, of the Declaration is hereby amended to provide that the undivided interest in the Common Areas of each Unit is 1/14th (7.14%). Any reference in the Declaration and By-Laws to percentage interests shall be determined by using the percentages of interest of each Unit as set forth on Exhibit B attached hereto, so that each of the 14 Units shall have an undivided 1/14th (7.14%) interest.

6. Drawings. The Drawings are hereby supplemented by incorporating by reference into the Declaration the following (which shall be filed for record in Summit County, Ohio simultaneously with the submission of this First Amendment for recording):

- Sheet 1: Drawing showing the location of the six Units within Phase II and the Limited Common Areas in Phase II.
- Sheet 2: Drawing showing floor plans for Unit Nos. 1419, 1421, 1425, 1429, 1440 and 1442.
- Sheet 3: Drawing showing front, rear and section elevations of the building in which Units are Nos. 1425 and 1429 are located.
- Sheet 4: Drawing showing side elevation, thru section and wall section of the building in which Unit Nos. 1425 and 1429 are located.
- Sheet 5: Drawing showing roof framing plan, loft framing plan, loft plan and lower level plan of the buildings in which Unit Nos. 1419, 1421, 1440 and 1442 are located.
- Sheet 6: Drawing showing front, side, and rear elevations, and thru section of the buildings in which Unit Nos. 1419, 1421, 1440 and 1442 are located.

7. Force and Effect. The Declaration and the Drawings, as amended and supplemented hereby, are hereby ratified and confirmed and shall be in full force and effect with respect to Heritage Glen Condominium and the total of 14 Units included therein.

IN WITNESS WHEREOF, DEVELOPERS DIVERSIFIED BUILDERS, INC., as Declarant and as owner of the land described on Exhibit A-2 being added to Heritage Glen Condominium pursuant hereto, has caused this First Amendment to be duly executed on November 17, 1988.

In the presence of:

DEVELOPERS DIVERSIFIED BUILDERS, INC.,
an Ohio corporation

William L. Waring
John Allgood

By: *[Signature]*
John R. McGill, President

UR 151-831

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, JOHN R. MCGILL, known to me to be the President of DEVELOPERS DIVERSIFIED BUILDERS, INC., the corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his free act and deed as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Moreland Hills, Ohio this 17th day of November, 1988.

Elizabeth A. Berry

Notary Public
ELIZABETH A. BERRY
Notary Public, State of Ohio, Cuya. Cty.
My Commission Expires Mar. 8, 1993

This instrument prepared by:

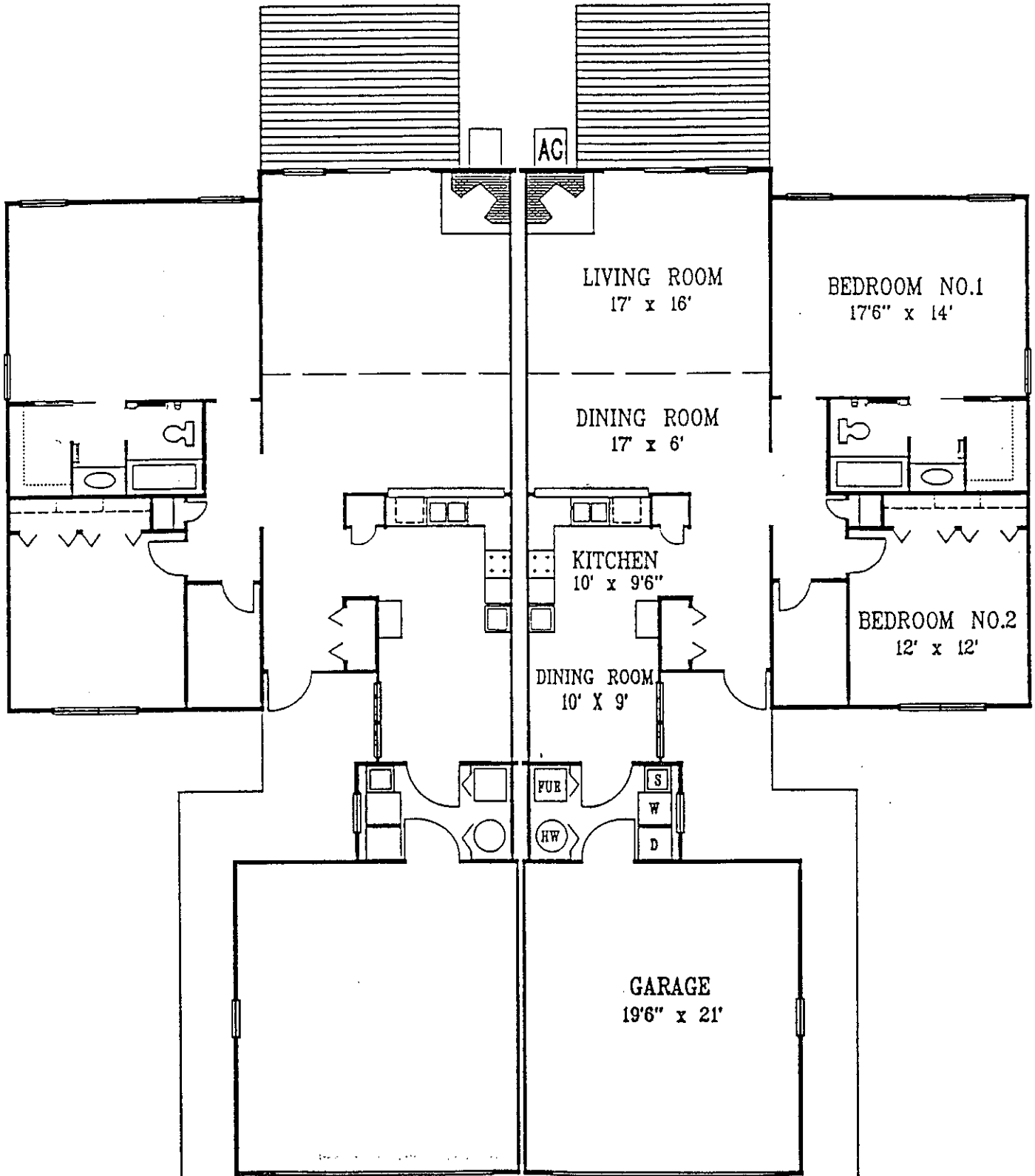
Joan Allgood, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022

1,370 SF

HERITAGE GLEN TOWNHOMES

City of Twinsburg, Ohio

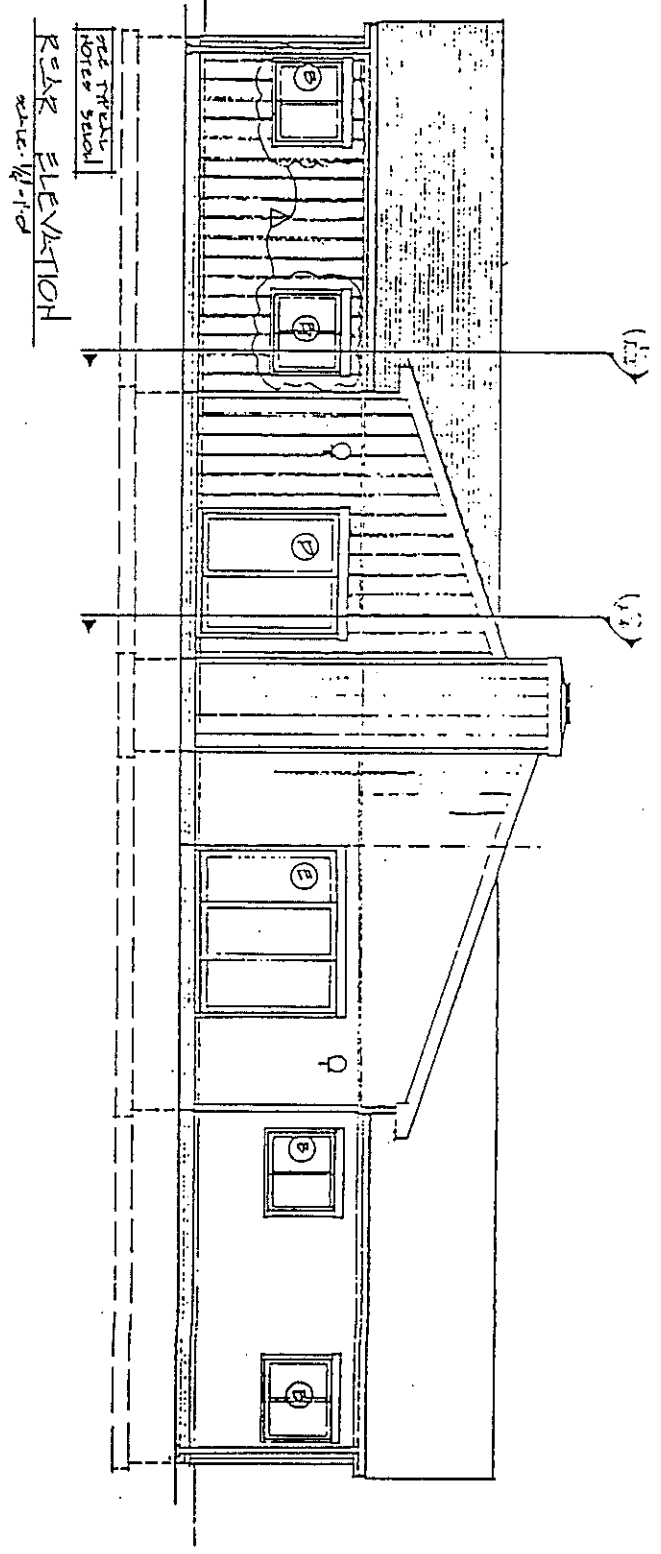
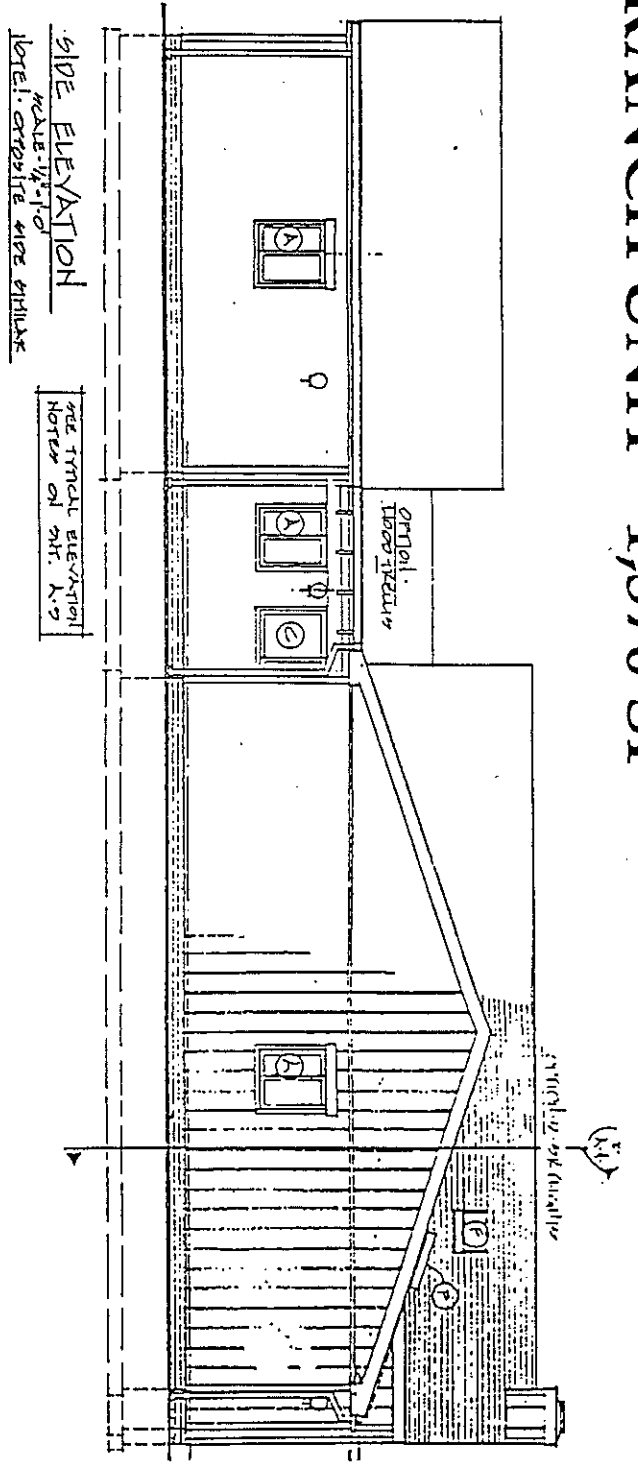
FLOOR PLAN



UNIT A

UNIT B

RANCH UNIT - 1,370 SF

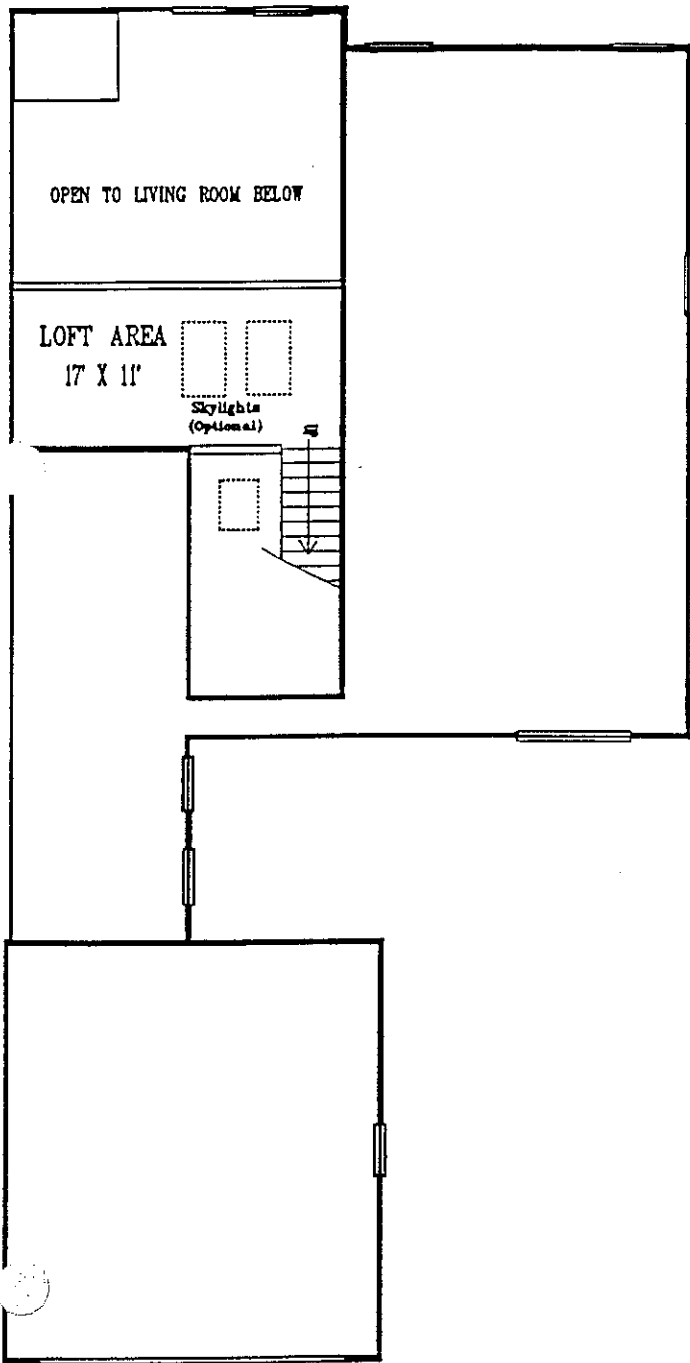


HERITAGE GLEN TOWNHOMES

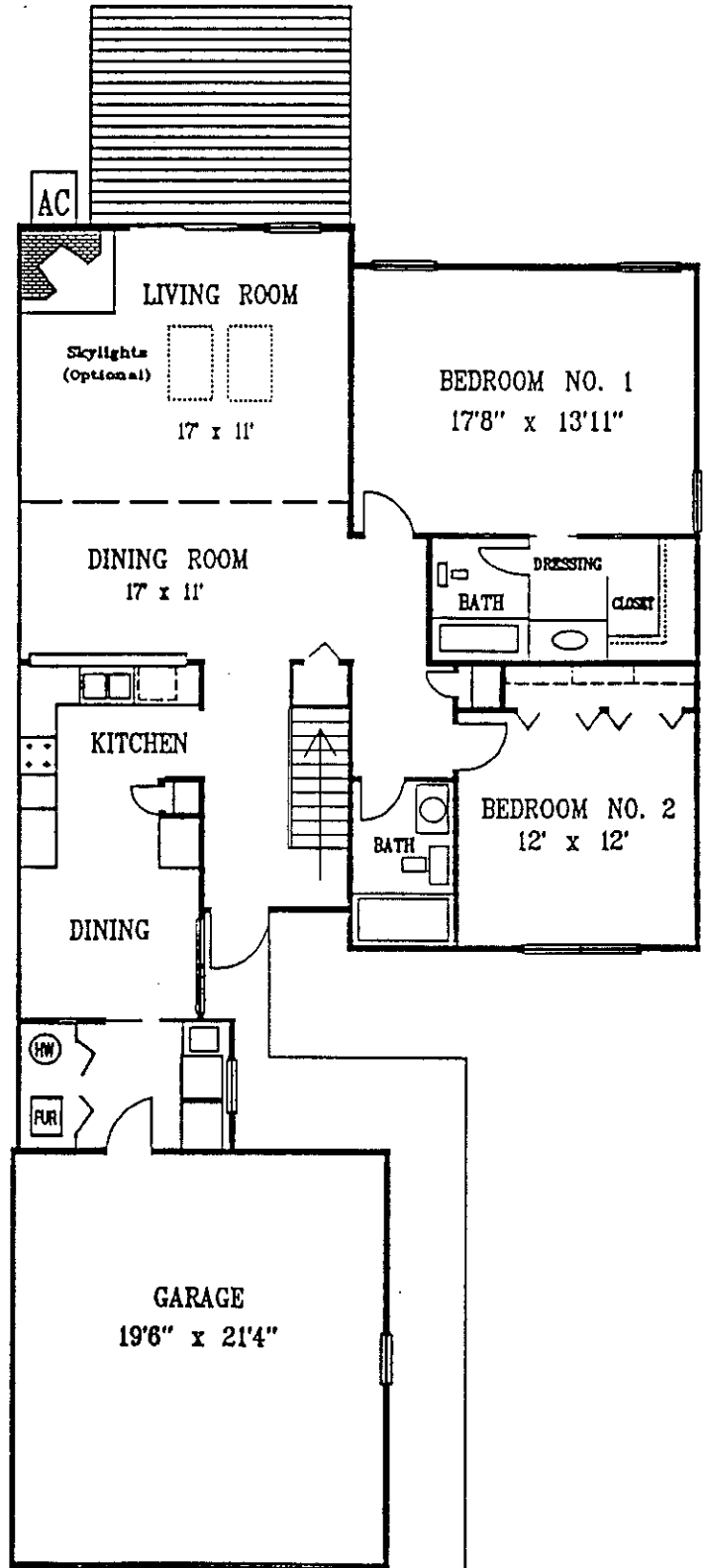
City of Twinsburg, Ohio

LOFT PLAN

1,540 SQ.FT.



LOFT



MAIN FLOOR

HERITAGE GLEN SITE PLAN

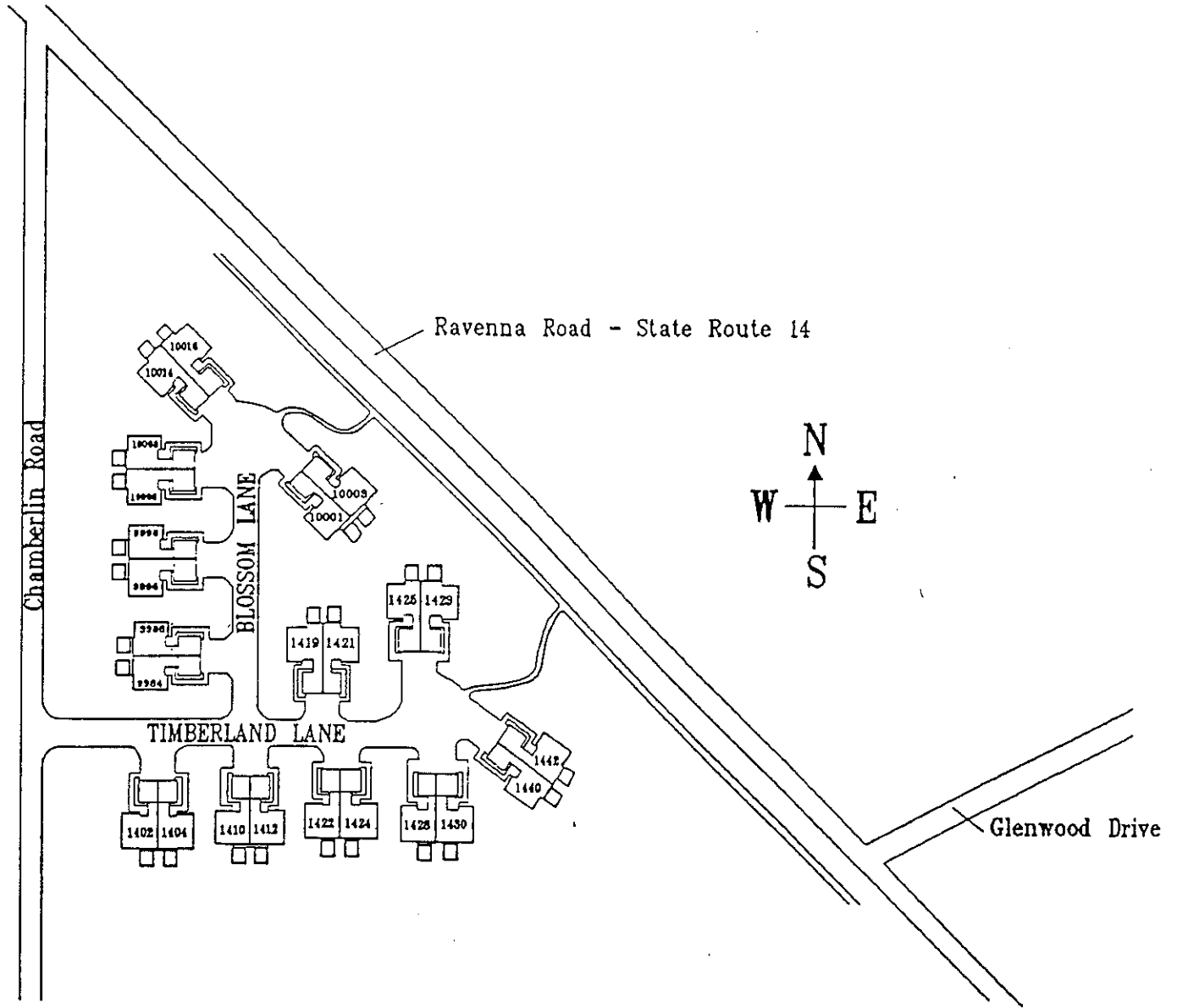


EXHIBIT A-2

Legal Description For Developers Diversified Builder's, Inc.
Of Phase 2 In Heritage Glen Condominium
On Chamberlin Road & Ravenna Road, Twinsburg, Ohio

Situated in the City of Twinsburg, County of Summit and State of Ohio and known as being part of Original Twinsburg Township Lot No. 17, Tract 1 North, and bounded and described as follows:

Beginning at a point at the Southwesterly corner of said Original Lot No. 17 in the centerline of Chamberlin Road, said point also being the southwesterly corner of Parcel No. 6 of land conveyed to Bert L. Wolstein by deed dated October 22, 1981 and recorded in Volume 6566 of Deeds, Page 141 of Summit County Records, from which a concrete right-of-way monument bears North $88^{\circ}-08'-20''$ East, 29.93 feet;

Thence due North, along the westerly line of aforesaid Lot No. 17 and the centerline of Chamberlin Road, 200.97 feet to a point therein;

Thence due East, passing through a point in the Easterly line of Chamberlin Road, distant 30.00 feet, and along a northerly line of Timberland Lane, a private drive, a total distance of 190.00 feet to a point therein and being in the westerly line of Blossom Lane, a private drive, and known as the Principal Place Of Beginning of land herein intended to be described;

Thence due North, along the westerly line of aforesaid Blossom Lane, 127.00 feet to a point therein;

Thence due East, 120.00 feet to a point;

Thence North $45^{\circ}-25'-00''$ East, 151.39 feet to a point in the Southwesterly line of Ravenna Road, 60 feet wide;

Thence South $44^{\circ}-35'-00''$ East, along the aforesaid Southwesterly line of Ravenna Road, 28.54 feet to a point therein and being in the northerly line of aforesaid Parcel No. 6 of land conveyed to Bert L. Wolstein;

Thence North $88^{\circ}-07'-00''$ East, along said northerly line of land conveyed to Bert L. Wolstein, 40.82 feet to a point in the centerline of Ravenna Road and being at the northeasterly corner of said land;

Thence South $44^{\circ}-35'-00''$ East, along said centerline of Ravenna Road, 543.78 feet to a point in the southerly line of said Original Lot No. 17 at the southeasterly corner of said land conveyed to Bert L. Wolstein;

Thence South $88^{\circ}-08'-20''$ West, along said southerly line of Original Lot No. 17, passing through an iron pin found in the aforesaid southwesterly line of Ravenna Road, a total distance of 400.59 feet to a point therein;

OR 157 - 839



EXHIBIT A-2 OR 157- 840

Thence North $10^{\circ}-00'-00''$ West, 138.12 feet to a point in the southerly line of aforesaid Timberland Lane;

Thence due East, along the aforesaid southerly line of Timberland Lane, 14.00 feet to a point;

Thence due North, along the easterly line of aforesaid Timberland Lane, 90.00 feet to a point;

Thence due West, along the northerly line of aforesaid Timberland Lane, 50.00 feet to a point;

Thence due South, along a westerly line of aforesaid Timberland Lane, 20.00 feet to a point;

Thence South $68^{\circ}-11'-55''$ West, along a northwesterly line of aforesaid Timberland Lane, 53.85 feet to a point;

Thence due West, along a northerly line of aforesaid Timberland Lane, 160.00 feet to the Principal Place Of Beginning and containing 2.9208 acres of land, be the same more or less, but subject to all legal highways and easements.

EXHIBIT B

<u>Unit Designation (Bldg Unit)</u>	<u>Interest in Common Areas</u>
1402	1/24
1404	1/24
1410	1/24
1412	1/24
1422	1/24
1424	1/24
1428	1/24
1430	1/24
1440	1/24
1442	1/24
1425	1/24
1427	1/24
1419	1/24
1421	1/24
9984	1/24
9986	1/24
9996	1/24
9998	1/24
10006	1/24
10008	1/24
10014	1/24
10016	1/24
10001	1/24
10003	1/24

MAIL TO:

467285

COUNTY OF SUMMIT
RECEIVED & RECORDED

88 DEC 19 AM 11:19

RALPH JAMES - RECORDER

FEE \$ 16.00

COMMERCE BOX

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD)

TRANSFER NOT NECESSARY
DEC 19 1988
Tim Davis, County Auditor

21069

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
BY C. (TND)
TIM DAVIS BY [Signature]
County Auditor Deputy Auditor

SECOND AMENDMENT
TO
DECLARATION CREATING
AND
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Second Amendment was filed with this office on
12-19, 1988.

Jim Davis
SUMMIT COUNTY AUDITOR
[Signature]
Deputy Auditor

This instrument prepared by:

David A. Eli, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022

APPROVED AS TO FORM
[Signature]
Assistant Prosecuting Attorney, Summit County, Ohio

Summit County Auditor
12-19-88

OR 167-659

SECOND AMENDMENT
TO
DECLARATION CREATING
AND
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE
REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

WHEREAS, on October 31, 1988, DEVELOPERS DIVERSIFIED BUILDERS, INC., an Ohio corporation ("Declarant"), submitted certain property in the City of Twinsburg, County of Summit, and State of Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership by filing with the Auditor for Summit County, Ohio an instrument entitled "Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium" (the "Declaration");

WHEREAS, the Declaration was filed for record on October 31, 1988 and recorded in O.R. Volume 139, Pages 663 through 713 of Summit County Records;

WHEREAS, on November, 1988, Declarant submitted certain additional property to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership by filing with the Auditor for Summit County, Ohio an instrument entitled "First Amendment to Declaration Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium (the "First Amendment");

WHEREAS, the First Amendment was filed for record on November, 1988 and recorded in O.R. Volume 157, Pages 834 through of Summit County Records;

WHEREAS, the Declaration and the First Amendment are hereinafter collectively referred to as the "Declaration";

WHEREAS, Article XVIII of the Declaration reserves unto Declarant the right to amend the Declaration to the extent necessary to correct factual errors, the correction of which would not impair the interest of any Unit owner or mortgagee;

WHEREAS, Article VI, Section 3 of the Declaration provides that the undivided interest in the Common Areas of each Unit is 1/14 (7.14%);

WHEREAS, Exhibit B to the Declaration provides that the percentage interest in the Common Areas of each Unit is 7.14%;

WHEREAS, the exact undivided interest in the Common Areas of each Unit is 1/14;

WHEREAS, 7.14% is a "rounded-off" approximation of 1/14;

WHEREAS, 7.142857% is a more precise "rounded-off" approximation of 1/14;

WHEREAS, Declarant desires to set forth in the Declaration the undivided interest in the Common Areas by reference to the exact fractional undivided interest and by reference to a percentage which is a "rounded-off" close approximation of the exact fractional undivided interest; and

WHEREAS, Declarant, pursuant to the rights reserved in Article XVIII of the Declaration, desires to amend the Declaration in order to remove all references to 7.14% as setting forth the undivided interest in the Common Areas of each Unit, and to substitute 1/14 (7.142857%), in lieu of 7.14%, as setting forth the undivided interest in the Common Areas of each Unit;

NOW, THEREFORE, pursuant to Article XVIII of the Declaration, Declarant hereby declares as follows:

1. Terms of Art. The capitalized words and phrases used herein shall have the meanings ascribed to them in the Declaration unless otherwise defined herein.

2. Undivided Interest. (a) Article VI, Section 3 of the Declaration is hereby amended to provide that the undivided interest in the Common Areas of each Unit is 1/14 (7.142857%). Any reference in the Declaration and By-Laws to undivided interests shall be determined by using the undivided interest of each Unit as set forth on Exhibit B attached hereto, so that each of the 14 Units shall have an undivided 1/14 (7.142857%) interest.

(b) Exhibit B to the Declaration is hereby deleted, and Exhibit B attached hereto is inserted in lieu thereof.

3. Force and Effect. The Declaration, as amended, is hereby ratified and confirmed and shall be in full force and effect with respect to Heritage Glen Condominium and the total of 14 Units included therein.

IN WITNESS WHEREOF, DEVELOPERS DIVERSIFIED BUILDERS, INC., as Declarant, has caused this Second Amendment to be duly executed on December 12, 1988.

In the presence of:

Ken C. Burton
David A. Eli

DEVELOPERS DIVERSIFIED BUILDERS, INC.,
an Ohio corporation

By: [Signature]
John R. McGill, President

By: [Signature]
Bert L. Wolstein, Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a notary public in and for said county and state, personally appeared the aforesaid DEVELOPERS DIVERSIFIED BUILDERS, INC., an Ohio corporation, by JOHN R. MCGILL, its President, and BERT L. WOLSTEIN, its Vice President, who did acknowledge that they did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation, and their free act and deed individually and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Moreland Hills, Ohio on this 12th day of December, 1988.

David A. Eli
Notary Public

DAVID A. ELI, Attorney at Law
Notary Public for State of Ohio
My commission has no expiration date.
Sec. 147.03 R.C.

This instrument prepared by:

David A. Eli, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022

EXHIBIT B

<u>Unit Designation (Unit)</u>	<u>Undivided Interest in Common Areas</u>
1402	1/14 (7.142857%)
1404	1/14 (7.142857%)
1410	1/14 (7.142857%)
1412	1/14 (7.142857%)
1419	1/14 (7.142857%)
1421	1/14 (7.142857%)
1422	1/14 (7.142857%)
1424	1/14 (7.142857%)
1425	1/14 (7.142857%)
1428	1/14 (7.142857%)
1429	1/14 (7.142857%)
1430	1/14 (7.142857%)
1440	1/14 (7.142857%)
1442	1/14 (7.142857%)

OR 167 - 663

57
563

V
714

VOL 233 PG 823-831

COUNTY OF SUMMIT
RECEIVED & RECORDED

488807

CATB-E

SLIDE 271-276

DOCUMENT NUMBER

89 APR 11 PM 2:24

RALPH JAMES - RECORDER

FEE \$ 153.60

OFFICIAL RECORD

(DO NOT REMOVE FROM RECORD)

DATE 10:

COMMERCE BC

OR 233 - 823

139
663
D
7/14

THIRD AMENDMENT
TO
DECLARATION CREATING
AND
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Third Amendment was filed with this office on
April 10, 1989.

JAMES B. MCCARTHY

SUMMIT COUNTY AUDITOR

*By Cuyatt
Deputy Auditor*

This Instrument Prepared By:

Joan Allgood, Esq.
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022

APPROVED AND FORWARDED

William E. Schell
Assistant Auditor
Summit County, Ohio

TNN Stamp
ON PLACE

THIRD AMENDMENT
TO
DECLARATION CREATING
AND
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE
REVISED CODE OF OHIO
FOR
HERITAGE GLEN CONDOMINIUM

WHEREAS, on October 31, 1988, DEVELOPERS DIVERSIFIED BUILDERS, INC., an Ohio corporation ("Declarant"), submitted certain property in the City of Twinsburg, County of Summit, and State of Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership by filing with the auditor for Summit County, Ohio an instrument entitled "Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium" (the "Declaration") with drawings (the "Drawings") attached thereto; and

WHEREAS, the Declaration was filed for record on October 31, 1988 and recorded in O.R. Volume 139, Pages 663 through 713 of Summit County, Ohio Records; and

WHEREAS, the Drawings were filed for record on October 31, 1988 and recorded in Cabinet D, Slides 714 through 719, of Summit County, Ohio Records; and

WHEREAS, Declarant submitted certain additional property to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership by filing with the Auditor for Summit County, Ohio an instrument entitled "First Amendment to Declaration Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium (the "First Amendment") with drawings (the "First Amendment Drawings") attached thereto; and

WHEREAS, the First Amendment was filed for record on December 1, 1988 and recorded in O.R. Volume 157, Pages 834 through 841 of Summit County, Ohio Records; and

WHEREAS, the First Amendment Drawings were filed for record on December 1, 1988 and recorded in Cabinet E, Slides 1 through 6, of Summit County, Ohio Records; and

WHEREAS, the Drawings and the First Amendment Drawings are hereinafter collectively referred to as the "Drawings"; and



WHEREAS, by an instrument entitled "Second Amendment to Declaration Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium" (the "Second Amendment"), Declarant amended the Declaration to correct a factual error; and

WHEREAS, the Second Amendment was filed for record on December 19, 1988 and recorded in O.R. Volume 167, Pages 659 through 663 of Summit County, Ohio Records; and

WHEREAS, the Declaration, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Declaration"; and

WHEREAS, Article XIX of the Declaration reserves unto Declarant the right to amend the Declaration and the Drawings for the purpose of submitting certain additional property to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership; and

WHEREAS, Declarant has determined to submit the remainder of the Additional Property, as defined in the Declaration and more particularly described on Exhibit C thereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership; and

WHEREAS, Declarant, as the owner of the remainder of the Additional Property, desires to amend the Declaration and to supplement the Drawings pursuant to Article XIX of the Declaration and Section 5311,051 of the Ohio Revised Code by submitting the remainder of the Additional Property and the additional 10 Units located thereon to the Declaration, making a total of 24 Units in Heritage Glen Condominium.

NOW, THEREFORE, pursuant to Article XIX of the Declaration and Section 5311, 051 of the Ohio Revised Code, Declarant hereby declares as follows:

1. Terms of Art. The capitalized words and phrases used herein shall have the meanings ascribed to them in the Declaration unless otherwise defined herein.
2. Submission of Phase III. Declarant hereby submits the portion of the Additional Property described on Exhibit A-3 attached hereto and made a part hereof, together with all buildings, structures, and improvements situated thereon, and all easements, rights, and appurtenances belonging thereto (collectively, "Phase III") to the provisions of the Declaration, as amended hereby, and Phase III is hereby included in and made a part of the Condominium Property.



3. Improvement Descriptions. Article IV of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

ARTICLE IV
IMPROVEMENT DESCRIPTIONS

There are 12 residential buildings constituting a part of the Condominium, each containing two Units with enclosed two-car garages, all constructed in a townhouse plan. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, brick veneer foundation, wood siding, and drywall. The buildings are located as shown on the Drawings.

4. Unit Designations. (a) Article V, Section 1, of the Declaration is hereby amended to provide that each of the 24 Units is designated on the Drawings, as supplemented hereby.

(b) Exhibit B to the Declaration is hereby deleted and Exhibit B attached hereto is inserted in lieu thereof.

5. Undivided Interest. Article VI, Section 3, of the Declaration is hereby amended to provide that the undivided interest in the Common Areas of each Unit is 1/24th. Any reference in the Declaration and By-Laws to percentage interests shall be determined by using the percentages of interest of each Unit as set forth on Exhibit B attached hereto, so that each of the 24 Units shall have an undivided 1/24th interest.

6. Drawings. The Drawings are hereby supplemented by incorporating by reference into the Declaration the following (which shall be filed for record in Summit County, Ohio simultaneously with the submission of this Third Amendment for recording):

Sheet 1: Drawing showing the location of the 10 Units within Phase III and the Limited Common Areas in Phase III.

Sheet 2: Drawing showing floor plans for Unit Nos. 9984, 9986, 9996, 9998, 10001, 10003, 10006, 10008, 10014 and 10016.

Sheet 3: Drawing showing rear, front and section elevations of the building in which Units Nos. 9984, 9986, 9996, 9998, 10001, 10003, 10006, 10008, 10014 and 10016 are located.

Sheet 5: Drawing showing roof framing plan, loft framing plan, loft plan and lower level plan of the buildings in which Unit Nos. 9984, 9986, 10006, 10008, 10014 and 10016 are located.

Sheet 6: Drawing showing side, front and rear elevations, and thru section of the buildings in which Unit Nos. 9984, 9986, 10006, 10008, 10014 and 10016 are located.

7. Force and Effect. The Declaration and the Drawings, as amended and supplemented hereby, are hereby ratified and confirmed and shall be in full force and effect with respect to Heritage Glen Condominium and the total of 24 Units included therein.

IN WITNESS WHEREOF, DEVELOPERS DIVERSIFIED BUILDERS, INC., as Declarant and as owner of the land described on Exhibit A-3 being added to Heritage Glen Condominium pursuant hereto, has caused this Third Amendment to be duly executed on March 27, 1989.

In the presence of:

Joseph J. Lender
Elizabeth A. Bury

DEVELOPERS DIVERSIFIED BUILDERS, INC.,
an Ohio corporation

By: [Signature]
Bert L. Wolstein, Vice President



FRANK B. KRAUSE & ASSOCIATES

CIVIL ENGINEERS & SURVEYORS

17021 BROADWAY • MAPLE HEIGHTS, OHIO 44137 • 475-3500

January 23, 1989

LEGAL DESCRIPTION FOR DEVELOPERS DIVERSIFIED BUILDERS, INC.
 OF PHASE 3 IN HERITAGE GLEN CONDOMINIUM
 ON CHAMBERLIN ROAD AND RAVENNA ROAD, TWINSBURG, OHIO

Situated in the City of Twinsburg, County of Summit and State of Ohio and known as being part of Original Twinsburg Township Lot No. 17, Tract 1 North, and bounded and described as follows:

Beginning at a point at the southwesterly corner of said Original Lot No. 17 in the centerline of Chamberlin Road, said point also being the southwesterly corner of Parcel No. 6 of land conveyed to Bert L. Wolstein by deed dated October 22, 1981 and recorded in Volume 6566 of Deeds, Page 141 of Summit County Records, from which a concrete right-of-way monument bears North $88^{\circ}-08'-20''$ East, 29.93 feet;

Thence due North, along the westerly line of aforesaid Original Lot No. 17 and the centerline of Chamberlin Road, 200.97 feet to a point therein and known as the Principal Place Of Beginning of land herein intended to be described;

Thence due North, along the aforesaid centerline of Chamberlin Road, 198.54 feet to a point at the northwesterly corner of aforesaid land conveyed to Bert L. Wolstein;

Thence North $88^{\circ}-07'-00''$ East, along the northerly line of said land conveyed to Bert L. Wolstein, 30.01 feet to a point in the easterly line of Chamberlin Road;

Thence due North, along said easterly line of Chamberlin Road, 227.24 feet to an iron pin found at the southwesterly corner of land conveyed to Salvatore F. Simione and Frances T. Simione by deed dated November 28, 1976 and recorded in Volume 5862 of Deeds, Page 477 of Summit County Records;

Thence North $67^{\circ}-42'-30''$ East, along the southeasterly line of said land conveyed to Salvatore F. Simione and Frances T. Simione, 151.73 feet to an iron pin found at the easterly corner thereof and being in the southwesterly line of Ravenna Road, 60 feet wide;

Thence South $44^{\circ}-35'-00''$ East, along said southwesterly line of Ravenna Road, 352.48 feet to a point therein;

Thence South $45^{\circ}-25'-00''$ West, 151.39 feet to a point;

Thence due West, 120.00 feet to a point in the westerly line of Blossom Lane, a private drive;

Thence due South, along the aforesaid westerly line of Blossom Lane, 127.00 feet to a point in the northerly line of Timberland Lane, a private drive;

Thence due West, along the aforesaid northerly line of Timberland Lane, 190.00 feet to the Principal Place Of Beginning and containing 2.8474 acres of land, be the same more or less but subject to all legal highways and easements.

EXHIBIT A-3

EXHIBIT B

<u>Unit Designation (Unit)</u>	<u>Undivided Interest in Common Areas</u>
1402	1/24
1404	1/24
1410	1/24
1412	1/24
1419	1/24
1421	1/24
1422	1/24
1424	1/24
1425	1/24
1428	1/24
1429	1/24
1430	1/24
1440	1/24
1442	1/24
9984	1/24
9986	1/24
9996	1/24
9998	1/24
10001	1/24
10003	1/24
10006	1/24
10008	1/24
10014	1/24
10016	1/24

1100 0007 110



OR 293- 374

HERITAGE GLEN CONDOMINIUM
TWINSBURG, OHIO

FOURTH AMENDMENT TO DECLARATION AND BYLAWS CREATING
AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR HERITAGE GLEN CONDOMINIUM, TWINSBURG, OHIO
AN EXPANDABLE CONDOMINIUM DEVELOPMENT

139
663

OFFICE OF SUMMIT COUNTY
RECEIVED & RECORDED

509011

89 JUL 19 PM 3:42

O.R. 293 PG. 374-380

RALPH JAMES - RECORDER

FEE \$ 21.00

COMMERCE BOX

59-1400-

TNN 7-19-89 dt

RECORDED
ON THE 19th DAY OF JULY 1989

This will certify that a copy of this
Fourth Amendment was filed in the office of
the County Auditor, Summit County, Ohio, on
the 19 day of July, 1989.

James B. McCarthy

Summit County Auditor

TRANSFER NOT NECESSARY
JUL 19 1989
James B. McCarthy County Auditor

By: Cuyatt
Deputy Auditor

This instrument prepared by:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
Tower at Erieview
1301 East Ninth Street, Suite 2600
Cleveland, Ohio 44114
(216) 696-3311

APPROVED AS TO FORM
William E. Schulz
Assistant Prosecuting Attorney Summit County, Ohio

FOURTH AMENDMENT TO DECLARATION AND BYLAWS CREATING
AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR HERITAGE GLEN CONDOMINIUM, TWINSBURG, OHIO
AN EXPANDABLE CONDOMINIUM DEVELOPMENT

WHEREAS, Developers Diversified Builders, Inc., an Ohio corporation, hereinafter referred to as "Declarant", filed for record the Declaration of Condominium Ownership ("Declaration") creating and establishing a plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium, the Declaration being filed on October 31, 1988 in O. R. Volume 139, Pages 663 et seq. of Summit County Records and thereby submitted Phase 1 to the provisions of the Declaration and Chapter 5311 of the Ohio Revised Code ("Condominium Act");

WHEREAS, by First Amendment to the Declaration recorded on December 1, 1988 with the Summit County Recorder in O. R. Volume 157, Pages 834 et seq. the Declarant submitted Phase 2 to the provisions of the Declaration and the Condominium Act;

WHEREAS, by Second Amendment to the Declaration recorded on December 19, 1988 with the Summit County Recorder in O. R. Volume 167, Pages 659 et seq. of Summit County Records, the Declarant pursuant to rights reserved in the Declaration, corrected the fractional interest of the Common Areas for the Units submitted by the First Amendment;

WHEREAS, by Third Amendment to the Declaration recorded on April 10, 1989 with the Summit County Recorder in O. R. Volume 233, Page 824 of Summit County Records, the Declarant submitted the third and final phase of the Condominium Development to the provisions of the Declaration and the Condominium Act;

WHEREAS, under the provisions of Article XVIII of the Declaration, the Declarant reserved the right and power to amend the Declaration for the purpose of conforming with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and other such agencies or organizations, and to correct obvious factual errors in the Declaration, the correction of which would not impair the interest of any Unit Owner or mortgagee and would not increase the scope or period of control of the Declarant;

WHEREAS, included within the requirements of such agencies and organizations is the requirement that the Declaration and other condominium documents comply with the Ohio Condominium Property Act; and

WHEREAS, the purpose of this Fourth Amendment is to make certain corrections to the Declaration and to bring the Declaration and other condominium documents into compliance with the requirements of such agencies and organizations.

OR 293 - 375

NOW, THEREFORE, the Declarant, pursuant to the authority of Article XVIII of the Declaration hereby declares that the Declaration (including the Bylaws) be and hereby is amended as follows (unless otherwise expressly provided herein, the terms used herein shall have the same meaning as defined in the Declaration):

1. The Definition section of the Declaration is hereby supplemented and amended by the addition of the following definition:

"21. "Par Value" means a number expressed in dollars or points attached to a Unit by the Declaration. Substantially identical units shall be assigned the same par value, but units located at substantially different heights above the ground, or having substantially different views, amenities or other characteristics that might result in differences in fair market value may, but need not, be considered substantially identical. If par value is stated in terms of dollars, it need not reflect or relate in any way to the sale price or fair market value of any unit, no opinion, appraisal or market transaction at a different figure affects the par value of any unit."

2. Article III, Section 2(g) is amended to provide that the limitations with respect to the leasing of Units shall not apply to a first mortgagee of a Unit.

3. Article VI, Section 2 of the Declaration is amended to provide that all heating, air conditioning and ventilating equipment and systems located in a Unit or located outside the bounds of the Unit, but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit is deemed a limited common area. Furthermore, flower boxes attached to a Unit and the mailbox serving such Unit located outside of the bounds of the Unit, are considered Limited Common Areas.

4. (a) Article VI, Section 3 of the Declaration (as originally recorded) is amended to provide as follows:

"Section 3. Undivided Interest.

The initial Par Value of each Unit in the Common Areas is 12.5% (each Unit to have an equal interest in the common areas and facilities, notwithstanding that all Units do not contain the same square footage of floor space). The percentage of interest in the Common Areas is computed in the proportion that the Par Value of each Unit bears to the aggregate Par Value of all Units.

The second paragraph of Article VI, Section 3 is supplemented by the following sentence:

"Furthermore, pursuant to Section 5301.04(B) of the Condominium Act, all Units created on the Additional Property added shall be substantially identical to the Units on the Condominium Property previously submitted."

5. The provisions of Article VII, Section 6 are subject and subordinate to the provisions of Article XVII, Section 3 of the Declaration.

6. Article XI, Section 1(a) is amended to read as follows:

"(a) may provide coverage for built-in or installed improvements, fixtures and equipment that were originally installed by the Declarant as part of the Unit, and may provide for coverage of interior walls, windows and door and the frames, sashes, jams and hardware therefore, even though these improvements may be parts of Units;"

7. In Article XI, Section 1(e) the words "Federal Home Loan" are added before the words "Mortgage Corporation".

8. Article XII is supplemented and amended by the addition of the following section:

"Section 1. Damage or Destruction. Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article XI of this Declaration, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration or reconstruction of the damaged or destroyed property. Such costs may include professional fees of attorneys, public insurance adjusters and others and premiums for bonds. Repair, restore or reconstruct, as used in this section means repairing, restoring or reconstructing the Condominium Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to his or her Unit, shall be deemed to have delegated to the Board, such owner's right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article XI of this Declaration. Except as otherwise provided in Article XI or in this Article XII, if all or any part of the Condominium Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings. Furthermore, unless the Unit Owners have elected not to restore such damage pursuant to Article XI or this Article XII, each Unit Owner shall repair or restore that portion of his Unit not required to be covered by the casualty insurance carried by the Association pursuant to Article XI of the Declaration."

9. Existing Article XII, Section 1 is amended to be Section 2 and the existing Section 2 is amended to be Section 3.

10. Article XVIII, Section 1(c) of the Declaration is amended as follows:

"(a) The words "Federal Home Loan" are added before the words "Mortgage Corporation."

(b) The rights and powers reserved unto the Declarant in Article XVIII, Section 1(c) are further granted unto the Board and said rights are supplemented to include the right and power to amend the Declaration to bring the Declaration in compliance with the Condominium Act and to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium."

11. Article XIX of the Declaration is amended as follows:

(a) The second sentence of Section 3 is deleted in order to comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association.

(b) The first sentence of Section 10 is deleted and the following is substituted in lieu thereof in order to bring said Section into compliance with Section 5311.05 of the Condominium Act:

"All structures erected on all or any portion of the Additional Property and added to the Condominium Property shall be substantially identical to the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design."

(c) The first sentence of Section 12 is deleted and the following is substituted in lieu thereof in order to bring said Section into compliance with Section 5311.04 of the Condominium Act:

"All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be substantially identical to the types of Units then on the Condominium Property, provided, however, that any such Unit shall be deemed substantially identical to such existing Units notwithstanding changes in the square footage, interior layout of Units and changes from townhouse to ranch style or one-story Units."

(d) Section 16(c) is deleted and the following is substituted in lieu thereof in order to bring said Section into compliance with the Condominium Act:

"The undivided interests of Units in the Common Areas, as so expanded, shall be reallocated among all Units in the proportion that the Par Value of each Unit on the date such amendment is filed for record bears to the aggregate Par Value of all Units as of such date (each Unit to have an equal interest in the common areas and facilities, notwithstanding that all Units do not contain the same square footage of floor space);"

12. Article X of the Declaration is supplemented by the following provision:

"Section 6. Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of: (i) the rule against perpetuities for some analagous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common-law rules imposing time limits, then such provistons shall continue until 21 years after the death of the survivor of the now living decendants of George Bush, President of the United States of America, and Daniel Quayle, Vice President of the United States of America."

13. Article III, Section 5 of the Bylaws is deleted and the following is substituted in lieu thereof:

"The Unit Owners present, in person or by proxy, entitled to exercise at least one-half (1/2) of the voting power of the Association shall constitute a quorum for such meeting."

14. Article IV, Section 5 is amended by the addition of the following sentence:

"Tie votes shall be decided by drawing of lots if the tie involves three (3) or more persons or by a flip of a coin if the tie involves two (2) persons."

15. Article IV, Section 12 is supplemented to provide the Board with the right to grant easements and to enter into easement agreements.

16. Except as amended herein, the Declaration as heretofore amended shall remain in full force and effect.

IN WITNESS WHEREOF, Developers Diversified Builders, Inc., as Declarant, has caused this Fourth Amendment to be duly executed this 5th day of July, 1989.

In the presence of:

Ray E. Baram

Elizabeth C. Barmy

DEVELOPERS DIVERSIFIED BUILDERS,
INC., an Ohio Corporation

By: [Signature]
Bert L. Wolstein

By: [Signature]
John R. McGill

OR 293 - 379

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named DEVELOPERS DIVERSIFIED BUILDERS, INC., an Ohio corporation, by BERT L. LOUSTEIN, its TREASURER, and by JOHN R. McCULL, its PRESIDENT, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such officers, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal at Moreland Hills, Ohio this 5th day of July, 1989.

Elizabeth A. Berry
Notary Public

This instrument prepared by:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
Tower at Erieview
1301 East Ninth Street, Suite 2600
Cleveland, Ohio 44114
(216) 696-3311

ELIZABETH A. BERRY
Notary Public, State of Ohio, Cuya. Cty.
My Commission Expires Mar. 8, 1993

OK

HERITAGE GLEN CONDOMINIUM
TWINSBURG, OHIO

FIFTH AMENDMENT TO DECLARATION AND BYLAWS CREATING
AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR HERITAGE GLEN CONDOMINIUM, TWINSBURG, OHIO
AN EXPANDABLE CONDOMINIUM DEVELOPMENT

COUNTY OF SUMMIT
RECEIVED & RECORDED

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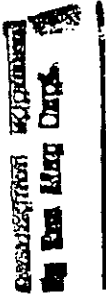
RALPH JAMES - RECORDER

FEE \$ 15⁰⁰

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O.R. 349 PG. 971-975

34-1925-75
TWN 10-18-89 dk



This will certify that a copy of this Fifth Amendment was filed in the office of the County Auditor, Summit County, Ohio, on the 18 day of October, 1989.

Summit County Auditor

TRANSFER NOT NECESSARY
OCT 18 1989
James B. McCarthy County Auditor

By: Cuyati
Deputy Auditor

This instrument prepared by:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
Tower at Erieview
1301 East Ninth Street, Suite 2600
Cleveland, Ohio 44114
(216) 696-3311

APPROVED AS TO FORM
William E. Schmitt
Assistant Prosecuting Attorney, Summit County, Ohio
10/19/89

OR 349 - 971

FIFTH AMENDMENT TO DECLARATION AND BYLAWS CREATING
AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR HERITAGE GLEN CONDOMINIUM, TWINSBURG, OHIO
AN EXPANDABLE CONDOMINIUM DEVELOPMENT

WHEREAS, Developers Diversified Builders, Inc., an Ohio corporation hereinafter referred to as "Declarant", filed for record the Declaration of Condominium Ownership ("Declaration") creating and establishing a plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for Heritage Glen Condominium, the Declaration being filed on October 31, 1988 in O. R. Volume 139, Pages 663 et seq. of Summit County Records and thereby submitted Phase 1 to the provisions of the Declaration and Chapter 5311 of the Ohio Revised Code ("Condominium Act");

WHEREAS, by First Amendment to the Declaration recorded on December 1, 1988 with the Summit County Recorder in O. R. Volume 157, Pages 834 et seq. the Declarant submitted Phase 2 to the provisions of the Declaration and the Condominium Act;

WHEREAS, by Second Amendment to the Declaration recorded on December 19, 1988 with the Summit County Recorder in O. R. Volume 167, Pages 659 et seq. of Summit County Records, the Declarant pursuant to rights reserved in the Declaration, corrected the fractional interest of the Common Areas for the Units submitted by the First Amendment;

WHEREAS, by Third Amendment to the Declaration recorded on April 10, 1989 with the Summit County Recorder in O. R. Volume 233, Page 824 of Summit County Records, the Declarant submitted the third and final phase of the Condominium Development to the provisions of the Declaration and the Condominium Act;

WHEREAS, by Fourth Amendment to the Declaration recorded on July 19, 1989 with the Summit County Recorder in O.R. Volume 293, Page 374 of Summit County Records, the Declarant pursuant to rights reserved in the Declaration, desired to correct obvious factual errors in the Declaration, and to bring the Declaration and other condominium documents into compliance with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and such other agencies or organizations;

WHEREAS, Article XVIII of the Declaration provides that the Declaration may be amended 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, which instrument shall have been duly executed by two (2) officers of the Association, together with a certification by said officers that the amendment has received the approval of Unit Owners exercising not less than 75% of the voting power of Unit Owners; and



WHEREAS, Unit Owners representing not less than 75% of the voting power of Unit Owners desire to amend Article VII, Section 4, Paragraph 2 of the Declaration by reducing the number of members of the Board of Trustees of the Association from six (6) Trustees to three (3) Trustees.

NOW, THEREFORE, Unit Owners representing not less than 75% of the voting power of Unit Owners hereby declare that the Declaration be, and the same hereby is, amended as follows (unless otherwise expressly provided herein, the capitalized terms used herein shall have the same meaning as defined in the Declaration):

1. ARTICLE VII, Section 4 of the Declaration is hereby deleted and the following is substituted in lieu thereof:

"Section 4. Board of Trustees. The Board initially shall be those three (3) persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interest in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six (6) Trustees. The Unit Owners other than the Declarant shall elect one-third (two) of the Trustees at such meeting and the Declarant shall designate the other four Trustees, which six (6) Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interest referred to in this and in the following paragraph, those interests shall be computed by comparing the number of Units sold and conveyed to twenty-five (25) Units, the maximum number of Units that may be created.

Upon the earlier of (a) the fifth anniversary of the date of the establishment of the Association, or (b) thirty (30) days after the sale and conveyance to purchasers in good faith for value of Units to which 75% of the undivided interest in the Common Areas appertain, the Association shall meet and Unit Owners, shall elect three (3) Trustees to replace the six (6) Trustees earlier elected or designated by the Unit Owners or the Declarant, respectively, and the three (3) Trustees so elected shall thereafter elect the officers of the Association. One (1) Trustee shall be elected for a term of three (3) years, one (1) Trustee shall be elected for a term of two (2) years, and one (1) Trustee shall be elected for a term of one (1) year. Thereafter, at meetings of the Association called for the purpose of electing Trustees, each Trustee shall be elected for a term of three (3) years or to complete unfinished terms."

2. Article III, Section 5 of the Bylaws is hereby deleted and the following is substituted in lieu thereof:

"Section 5. Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at a meeting of the members of the Association, the members of the Association entitled to exercise at least one-half (1/2) of the voting power of the Association, present in person or by proxy, shall constitute a quorum for such

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

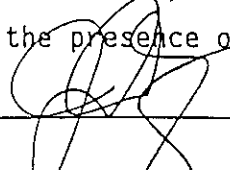
3. The undersigned officers of the Association hereby certify that Unit Owners having at least 75% of the voting power of the Unit Owners have affirmatively approved the within Fifth Amendment to Declaration of Condominium Ownership for Heritage Glen Condominium.

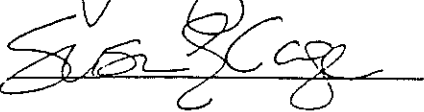
4. Except as amended herein, the Declaration as heretofore amended shall remain in full force and effect.

5. Consent to this Fifth Amendment to the Declaration is hereby exercised by the President and Secretary of the Association on behalf of the Unit Owners pursuant to Article XVIII of the Declaration.

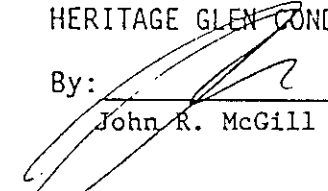
IN WITNESS WHEREOF, the said President and Secretary of Heritage Glen Condominium Association have caused their names to be signed to these presents as of this 16th day of October, 1989.

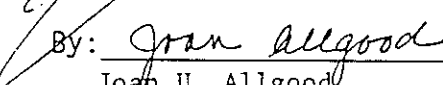
In the presence of:





HERITAGE GLEN CONDOMINIUM ASSOCIATION

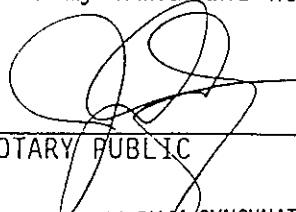
By: 
John R. McGill, President

By: 
Joan U. Allgood, Secretary

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above-named HERITAGE GLEN CONDOMINIUM ASSOCIATION, an Ohio non-profit corporation, by John R. McGill, its President, and by Joan U. Allgood, its Secretary, who acknowledged that they did execute the within instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal this 16th day of October, 1989.



NOTARY PUBLIC

This Instrument Prepared By:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
The Tower At Erieview
Suite 2600
1301 East Ninth Street
Cleveland, Ohio 44114
(216) 696-3311

JERRY M. CYNACYNATUS, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 R.C.

139
663

OK

FOTH, KELLY, URBAN & WEST CO
7123 PEARL Rd - Suite 301
Middleburg Heights OH
44130

COUNTY OF SUMMIT
RECEIVED & RECORDED

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ENV

R. 506 PG. 245-246

RALPH JAMES - RECORDER

AMENDMENT TO THE BYLAWS OF THE
FEE \$ HERITAGE GLEN CONDOMINIUM ASSOCIATION

1100

Certification

981720-12-1
FOTH, KELLY, URBAN,
7123 PEARL RD #303
MIDDLEBURG HTS OH
44130-4944

WHEREAS, the Declaration of Condominium Ownership, together with drawings and Bylaws for the Heritage Glen Condominium Association (hereinafter referred to as Association) was filed in Volume 139, Pages 663 - 713 in Summit County Records, and whose drawings are recorded in Cabinet D, Slide 714, of Summit County Records, Ohio; and

WHEREAS, the Association was presented for amendment to the Bylaws, ARTICLE IV, Section 6 entitled Compensation; and

WHEREAS, a vote of the members Association was taken on April 2, 1990, to amend said ARTICLE IV, Section 6 of the Bylaws; and

WHEREAS, any amendment to the Bylaws shall be executed with the same formalities as the Declaration by two (2) officers of the Association and shall contain their certification that the amendment was duly adopted; and

WHEREAS, the amendment to the Bylaws shall require the consent of the unit owners exercising not less than seventy-five percent (75%) of the voting power of the unit owners.

NOW THEREFORE BE IT RESOLVED that Heritage Glen Condominium Association, by and through the two (2) undersigned officers, certifies that ARTICLE IV, Section 6 entitled Compensation of the Bylaws was presented for vote to be amended to read as follows:

Section 6, Compensation. Members of the Board of Trustees shall receive Seventy-Two Dollars (\$72.00) per month per Board Member or such increased sum as may be fixed from time to time by the members of the association. This amount will be paid only while the association is self-managed. In the event the Board hires a management company, each Trustee shall serve without compensation. In any event, the members of the Board shall be allowed to be reimbursed for his or her actual expenses incurred in the performance of duties.

That such amendment was presented for vote on April 2, 1990.

That at least seventy-five percent (75%) of the unit owners voted either in person or proxy for the passage of said amendment.

That the two (2) undersigned officers hereby certify that at least seventy-five percent (75%) of the unit owners of the association cast their

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votes to pass such amendment and such amendment was duly adopted by said unit owners.

That the two (2) undersigned officers hereby sign and acknowledge the amendment as here and above enumerated.

IN WITNESS WHEREOF The Heritage Glen Condominium Association by and through the two (2) undersigned officers set their hands this 24 day of May, 1990.

[Signature]

[Signature]

President

Secretary

SWORN TO BEFORE ME and subscribed in my presence, the 24 day of May, 1990.

[Signature]

Notary Public

Mary M. Zamiska, Notary Public
State of Ohio - Resident County - Summit
My Commission expires September 30, 1990

This Instrument Prepared by:

Foth, Kelly, Urban & West Co., L.P.A.
Attorneys at Law
7123 Pearl Road - Suite 303
Middleburg Heights, Ohio 44130
(216) 885-0000

This will certify that a copy of this Amendment of the Bylaws of Heritage Glen Condominium, were Filed in the Office of the County Auditor, Summit County, Ohio, on the 9th day of July, 1990.

[Signature]

County Auditor

By: [Signature]

Deputy Auditor