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DECLARATION OF CONDOMINIUM OWNERSHIP

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THE RESERVES OF AURORA CONDOMINIUM

Vol 184 Page 521-628
LINDA K. PARKHAUSER
RECORDER

AURORA, OHIO

FEE 440.00

An Expandable Condominium Development

INDEXED

AND

BYLAWS

OF

THE RESERVES OF AURORA CONDOMINIUM
OWNERS' ASSOCIATION, INC.

DEVELOPED AND BUILT BY:

Reserves of Aurora Condominium, Ltd.,
an Ohio limited liability company
2300 Pinnacle Parkway
Twinsburg, Ohio 44087
(216) 995-9592

Plat 97-17-1

This Instrument Prepared by:

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Exhibit "2" - Legal Description of the Additional Property

Exhibit "A" - Reference to Allotted Drawings

Exhibit "B" - Bylaws of The Reserves of Aurora Condominium Owners' Association, Inc.

Exhibit "C" - Intentionally Omitted

Exhibit "D" - Narrative Description of Buildings and Units

Exhibit "E" - Designation of Unit Type, Unit Number and Address, and Percentage Interest

DECLARATION

Submitting the property known as The Reserves of Aurora Condominium, Aurora, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code.

(This will certify that copies of this Declaration, together with Drawings, Bylaws and Management Agreement attached or referred to as Exhibits thereto, have been filed in the Office of the County Auditor, Portage County, Ohio)

Date: MAR 28 1997 , 1997.

Portage County Auditor

By: Janet Esposito
Deputy Auditor

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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

THE RESERVES OF AURORA CONDOMINIUM

This Declaration made at Cleveland, Ohio, by RESERVES OF AURORA CONDOMINIUM, LTD., a limited liability company organized and existing under Ohio law, hereinafter referred to as "Declarant",

WITNESSETH: THAT

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

(B) "Additional Property" means the land or improvements or any portion or portions thereof that may be added in the future to the Condominium Property, legal descriptions of the parcels constituting the Additional Property are described in Exhibit "2" attached hereto and made a part hereof as if fully rewritten herein.

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

(D) "Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property, the Association being known as The Reserves

of Aurora Condominium Owners' Association, Inc. The Association is hereinafter sometimes called the "Unit Owners' Association".

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

(F) "Buildings" means the structures that contain the Units.

(G) "Common Areas and Facilities" includes, unless otherwise provided in the Declaration and in the Master Declaration (hereafter defined), the following parts of the Condominium Property:

- (1) The real estate described in the Declaration.
- (2) All other areas, facilities, places, and structures that are not part of a Unit, including, but not limited to:
 - (a) The foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of buildings;
 - (b) The roadways, driveways, sidewalks, yards, gardens, parking areas, and storage areas, if any;
 - (c) Easements created for the benefit of the Condominium Property;
 - (d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating;
 - (e) In general, all apparatus and installations existing for common use;
 - (f) Such community facilities as may be provided for in the Declaration;
 - (g) If the Property is developed as one Condominium Development, the Common Areas and Facilities would include the boulevard entrance(s) for East Parkway Boulevard, recreation areas and facilities (if any), and the drainage systems serving the Property, including retention basins within the Property. If the Property is not developed as one Condominium Development (i.e. two or more condominium developments, single family houses on platted sublots, etc.), the foregoing facilities shall be owned, operated and maintained by the Master Association pursuant to the Master Declaration;

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

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

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

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

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

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

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

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

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

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

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

(R) "Limited Common Areas and Facilities" means the Common Areas and Facilities designated in the Declaration as reserved for a certain Unit or Units to the exclusion of other Units.

(S) "Master Association" means The Reserves of Aurora Master Association, Inc., a non-profit Ohio corporation.

(T) "Master Declaration" means Master Declaration of Covenants, Conditions, Restrictions and Easements for The Reserves of Aurora, recorded _____, 1997 in Volume _____, Page _____ of Portage County Records. The Master Declaration creates rights, obligations, easements, covenants and restrictions that affect the Condominium Property and the Additional Property. The Condominium Property and the Additional Property are being submitted to the Master Declaration for the purpose of complying with the planning and zoning code of the City of Aurora and for the purpose of providing for the maintenance and repair of the Common Areas and Facilities which include the planter island within East Parkway Boulevard, a public street dedicated to the City of Aurora (the "Boulevard Entrance"), a recreation area and facilities, including proposed pool, tennis court, recreation building and nature trails, and storm retention/detention ponds. The Master Declaration further provides for the creation of The Reserves of Aurora Master Association, Inc., an Ohio not-for-profit corporation, for the ownership and operation of the Common Areas and Facilities and for the maintenance, repair and replacement of the Common Areas and Facilities. The Master Association has the right to assess the Unit Owners for the cost of operating, maintaining, repairing, and replacing the Common Areas and Facilities, including the retention/detention ponds and the Boulevard Entrance. If the Property is fully developed as one Condominium Development, the Master Declaration shall be deemed null and void and of no further force or effect, the Master Association will not be utilized and the Property, including the ownership, maintenance, repair and replacement of the Common Areas and Facilities shall be governed by the Declaration of Condominium Ownership and Bylaws of the Association as required by the Act. In such event, the Association will assume the rights and obligations of the Master Association.

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

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

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

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

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

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

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

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

(CC) "Unit Owners' Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property. The Unit Owners' Association is The Reserves of Aurora Condominium Owners' Association, Inc. The Unit Owners' Association is hereinafter sometimes called the "Association".

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property, hereinbefore described, to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the structures thereon, containing an aggregate of eleven (11) separate Units, is hereby divided into eleven (11) separately designated and legally described freehold estates, and one freehold estate hereinafter described and referred to as "Common Areas and Facilities".

Insofar as is possible, all the particulars of the land, Buildings, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings incorporated herein by reference as Exhibit "A", prepared and bearing the certified statements of Western Reserve Engineering & Surveying Co., Professional Engineers and Surveyors, 5533 Canal Road, Cleveland, Ohio 44125, George J. Kontogiannis and Associates,

Registered Architects, 400 South Fifth Street, Suite 400, Columbus, Ohio 43215-5492, as required by Section 5311.07, of the Ohio Revised Code. Such set of drawings is hereinafter referred to as the "Drawings" or "Allotted Drawings" and the separate drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

(A) Units. Each of the eleven (11) Units hereby declared and established as a freehold estate shall consist of all the space bounded by the interior (un-drywalled) surfaces of the perimeter walls, floors and ceilings of each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the layout, location, designation and dimensions of each such Unit being shown on the Allotted Drawings incorporated herein by reference as Exhibit "A", and including, without limitation:

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

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

All window sashes and doors exclusive of door frames in perimeter walls and space occupied thereby;

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

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

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

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

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

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

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

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

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

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

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

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

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

A narrative description of the Buildings and the Units contained therein is set forth in Exhibit "D" attached hereto and made a part hereof. Any inconsistencies between the narrative description of the Buildings and the Units and/or of the Common Areas on one hand, as set forth in Exhibit "D", and the Allotted Drawings on the other hand shall be resolved in favor of the Allotted Drawings.

(B) Common Areas and Facilities.

(1) Description of Common Areas and Facilities. Subject to the provisions of the Master Declaration, the entire balance of the land and improvements thereon, including but not limited to, all Buildings, foundations, roofs, main and supporting walls, exterior parking spaces, sidewalks, roadways, drives, storage spaces, if any, the Boulevard Entrance improvements, including signage, community facilities, if any, recreation area and facilities, including proposed pool, tennis court, recreation building and native trails, storm retention/detention ponds, pumps, trees, lawns, gardens, pavement, balconies, porches, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, all as hereinbefore more specifically described as "Common Areas and Facilities" in Article I hereof, are hereby declared and established as the Common Areas and Facilities. Specifically, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be a part of the Common Areas and Facilities. Unless otherwise provided by the Unit Owners' Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the owner of such Unit.

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

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

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

(c) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which serves only the particular Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located within the bounds of such Unit or located outside the bounds

of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

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

(e) The communication, security, and smoke detector systems located within the bounds of a Unit and serving only that Unit;

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

(g) The sidewalk serving each Unit;

(h) All other parts of the Common Area located within the bounds of such Unit and which serve only such Unit;

(i) An area (if any) adjacent to each Unit, and shown as a Limited Common Area on the Drawings. Subject to Board approval, such area may be improved with a patio, planting (including shrubs and flowers), fencing and similar improvements. In addition, a Unit Owner, with prior Board approval, may install a jacuzzi within such Limited Common Area.

(j) All flower boxes attached to a Unit and the mailbox serving a Unit.

(k) A Unit Owner may also construct a screened-in porch on a portion of said Limited Common Area in accordance with the following requirements:

(i) that approval by the Board be obtained as to type and design of the porch, the same to be compatible with the Building containing the Unit;

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

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

(iv) that the porch shall serve only as a screen-in porch and shall not be heated or constructed for year-round use; and

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

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

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

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

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

(6) Use of Common Areas and Facilities.

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

(b) Management Agreement. The Declarant, prior to formation of the Association, and the Association thereafter may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than five (5) years. In addition, (i) no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than one (1) year following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the Bylaws and as required by Sections 5311.08 and 5311.25(D) of the Act; (ii) either party may terminate the management agreement without cause and without payment of a termination fee upon ninety (90) days' written notice to the other party. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with Declarant and with any partner, agent, contractor or employee of Declarant, without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

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

(1) The Association. Subject to the provisions of the Master Declaration, the Association shall manage the Common Areas and Facilities and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas and Facilities, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. As provided in Article II(B)(6)(b) hereof, the Association may delegate all or any portion of its authority to discharge such responsibility to a manager or Management Company.

If the Property is developed as one Condominium Development, the Association shall assume the rights and obligations of the Master Association to operate, maintain, repair and replace the recreation area and facilities, the Drainage System, the Boulevard Entrance and East Parkway Boulevard (as hereinafter defined). Until the establishment of the Master Association and the Association, the Developer shall be responsible for the operation, maintenance, repair and replacement of said facilities. The obligations of the Developer; the Master Association and the Association, respectively, to own, operate, maintain, repair and replace the Drainage System and East Parkway Boulevard shall terminate only upon formal acceptance of the same by the City of Aurora for maintenance by the City of Aurora, and then, with respect to the Drainage System, only that portion of the Drainage System that the City of Aurora specifically accepts for maintenance. No structures (including, but not limited to sidewalks and driveways), and plantings or other materials shall be placed or permitted to remain within areas of the Property that may damage or interfere with the Drainage System or may materially change, retard or increase the flow of water through such areas. East Parkway Boulevard and the drainage areas and all Drainage System improvements therein shall be maintained continuously by the Developer, the Master Association or the Association unless and until said areas are formally accepted by the City of Aurora for maintenance by the City of Aurora. The City of Aurora is not accepting for maintenance, repair or replacement that portion of the Drainage System that consists of storm detention/retention ponds, the maintenance, repair, replacement and insuring of the same to remain the responsibility of the Developer, the Master Association or the Association, as the case may be. The City of Aurora shall have the right to enter upon and across the portions of the Property that contain the Drainage System that the City of Aurora deems necessary in order to install or maintain, or to perform any other function or operation in accordance with this paragraph with respect to the Drainage System.

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The plat entitled "Dedication Plat of Parkway Boulevard and The Reserves of Aurora Phase 1" (the "Dedication Plat") to be filed with the Portage County Records will designate thereon retention basin facilities "A", "B" and "C" (the "Retention Basins"). The Retention Basins are also shown on Exhibit "D" of the Master Declaration. The Retention Basins are for the impoundment and control of storm drainage run-off water and are to be constructed by the Developer in the approximate locations shown on the Dedication Plat. Until the establishment of the Master Association and the Association, the Developer shall have the obligation and responsibility to provide and perform all routine/regular maintenance tasks on the Retention Basins as considered necessary by the City of Aurora to effect proper operation and function. Thereafter, the Master Association or the Association shall be responsible for providing and performing such maintenance tasks. The maintenance tasks include, but are not necessarily limited to, the following: grass cutting; trimming; cleaning; clearing brush; debris and refuse removal; and the repair and/or replacement of any control structures. The Retention Basins are to remain substantially in their original configuration. The Developer and/or the Master Association and the Association managing the Retention Basins is to make no alteration to the Retention Basins without written authority of the City of Aurora.

A "blanket" easement in the vicinity of Retention Basins "A", "B", and "C" for ingress and egress for operation and maintenance of the respective Retention Basins in the event of the non-maintenance of same by the Developer, Master Association or the Association has been reserved for the City of Aurora in the Master Declaration. It is understood the property which contains the Retention Basins will be subject to assessment for the cost of any maintenance performed on the Retention Basins by the City of Aurora. The City of Aurora will be entitled to assess for the cost of such maintenance, repair or replacement, plus interest and costs, against the real estate tax duplicate for the parcels that contain the Retention Basins.

Nothing shall be done which obstructs or potentially disturbs designated "wetlands" within the Property in any manner unless required permits (if any) are obtained from the governmental authorities having jurisdiction over "wetlands."

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

(a) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the other Limited Common Areas and Facilities belonging to his Unit, including watering the yard areas adjacent to his Unit or making such water available to the Association, Management Company or their respective contractors, agents and employees. Each

Unit Owner is responsible for maintenance and repair of the walks serving his Unit, including snow removal from his walks.

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

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

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

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

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

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

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

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

ARTICLE III

PROVISIONS AS TO EASEMENTS, UNITS, AND COMMON AREAS AND FACILITIES

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

(A) Master Declaration of Covenants, Conditions, Easements and Restrictions of The Reserves of Aurora (the "Master Declaration"). The Master Declaration creates rights, obligations, easements, covenants and restrictions set forth in the Master Declaration that affect the Condominium Property and the Additional Property. The Condominium Property and the Additional Property are being submitted to the Master Declaration for the purpose of complying with the planning and zoning code of the City of Aurora and for the purpose of providing for the maintenance and repair of the Common Areas and Facilities which include the planter island within

Parkway Boulevard, a public street to be dedicated to the City of Aurora (the "Boulevard Entrance"), a recreation area and facilities, including proposed pool, tennis court, recreation building and nature trails, and storm retention/detention ponds. The Master Declaration further provides for the creation of The Reserves of Aurora Master Association, Inc., an Ohio not-for-profit corporation, for the ownership and operation of certain of the Common Areas and Facilities and for the maintenance, repair and replacement of certain of the Common Areas and Facilities. The Master Association has the right to assess the Unit Owners for the cost of operating, maintaining, repairing, and replacing of certain of the Common Areas and Facilities, including the retention/detention ponds and the Boulevard Entrance. If the Property is developed as one Condominium Development, the Association shall assume the maintenance responsibilities of the Master Association under the Master Declaration. If there is a conflict between the provisions of the Master Declaration and the provisions of this Declaration, the provisions of the Master Declaration shall control.

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

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

(D) Maintenance Easements. Easements in favor of the Declarant and/or the Association over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water,

gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the use of television cable lines and other television reception devices, subject to the provisions of Article VII(D) hereof; easements for the use of security alarms and other security devices; and easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

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

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

(G) Association's Right to Use of Common Area. The Declarant and the Association shall have the non-exclusive right and easement in common to utilize the Common Areas, including the Boulevard Entrance and the waterways, retention basins, detention basins, water courses, storm sewers and drainage pipes ("Drainage System") within the Condominium Property and the Additional Property, as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Areas mechanical, maintenance and storage facilities for use by the Association and for the purpose of the drainage of surface waters on, to and from the Condominium Property and the Additional Property and to and from adjoining properties, said rights-of-way and easements being established by the Master Declaration for said purposes.

(H) Reservation by Declarant of Easements for Ingress and Egress, Utilities, Construction and Sales. The Declarant herein hereby reserves unto itself for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise, for utility and facility purposes and for model, sales and display purposes, over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant. The Declarant further reserves easements over Condominium Property for the benefit of the Additional Property to establish the grade of the Additional Property and for necessary access to construct the Additional Property Buildings and other improvements upon the Additional Property.

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

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

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

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

(L) Sharing of Expenses. In the event all or any portion of the Additional Property is not added to the Condominium Property ("Non-Added Property"), and such Non-Added Property is subsequently developed and improved by the construction thereon of dwelling units, then the fair share of the cost and expense of repairing, replacing, relocating, operating and maintaining roadways, sidewalks, water mains and service connections, storm and sanitary sewer lines, retention basins, if any, and drainage thereto, steam, electric, gas and telephone lines, conduits, and transmission and meter devices, television cable lines and other television reception devices, and security lines and devices, signage and other utilities and facilities installed on, in, over or under the Condominium Property and/or the Additional Property and which are utilized in common by the Condominium Property and the Non-Added Property, shall be apportioned among all of the Unit Owners and/or the owner(s) of the Non-Added Property, based on the total number of Units situated within the Condominium Property plus the total number of dwelling units actually constructed on the Non-Added Property (e.g., the total number of condominium Units, if the Non-Added Property is submitted to condominium ownership; the total number of residences if the Non-Added Property is improved with single-family residences or zero lot line "fee simple" residences; the total number of rental units if the Non-Added Property is improved with rental units); such fair share of such expenses attributable to the Non-Added Property shall be determined by a fraction, the numerator of which shall be the number of dwelling units constructed on either or both of said properties and the denominator of which shall be the total number of dwelling units constructed on the Condominium Property, and the Non-Added Property. The owner(s) of the Non-Added Property shall remit said share of such expenses to the Association within ten (10) days after being billed by the Association for the cost of the same. The Non-Added Property shall not be chargeable hereunder unless and until the same are improved by the construction thereon of dwelling Units and such dwelling Units utilize the above improvements. The provisions of this subparagraph (L) are subject and subordinate to the provisions of the Master Declaration.

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ARTICLE IV

UNIT OWNERS' ASSOCIATION OF
THE RESERVES OF AURORA CONDOMINIUM

(A) Membership. Declarant has formed or shall cause to be formed an Ohio corporation not for profit to be called THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC., which shall administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Managers and officers of the Association elected as provided in the Bylaws of the Association, attached hereto as Exhibit "B", shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or a member of the Board of Managers, solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit "B". The number of members constituting the Board of Managers and the terms of such members are set forth in the Bylaws attached hereto as Exhibit "B".

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

(C) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Sections 5311.05(B)(8) and 5311.20. The President, a Vice President, the Secretary or Treasurer of the Association shall be designated by the Board of Managers of the Association as its statutory agent and the statutory agent so designated shall be a resident of the Condominium and an owner of one of its Units. Until such time as a statutory agent is designated, service may be made upon Rodger A. McKay, 726 Albert Horning Road, Atwater, Ohio 44201. When and after the Association is lawfully constituted the statutory agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit. Notwithstanding the foregoing, the Declarant reserves the right of the Association to designate a statutory agent to the extent permitted by Sections 5311.08 and 5311.25 of the Act.

ARTICLE V

ASSESSMENTS

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

(B) Division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses. The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property is based upon the percentage of interest in the Common Areas and Facilities of such Units expressed in Article II (B)(4) hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the Unit Owner or Occupant thereof that the percentage set forth opposite each Unit in Exhibit "E" of this Declaration is in the proportion that the square footage of the Unit bears to the aggregate square footage of all Units on the date this Declaration is filed for record, or the date an amendment to this Declaration is filed for record pursuant to Article XI hereof, and the proportionate share of profits and expenses of each Unit Owner shall be in accordance with said percentages set forth in Article II, (B)(4) hereof. The obligation of an Owner to pay his proportionate share of Common Assessments shall commence upon such Owner's acquisition of his Unit.

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

(D) Lien of Association. The Association shall have the right to place a lien upon the estate or interest in any Unit of the owner thereof and his percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate therefor with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board of Managers of the Association. The certificate shall contain a description of the Unit, the name or names of the record owner or owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years after the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until

such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a late fee or service charge of ten percent (10%) of the amount of the delinquent payment or Twenty-Five Dollars (\$25.00), whichever is greater ("Charge"), in order to defray the administrative costs of collection, and, in addition, the Association shall be entitled to levy against the delinquent Unit Owner court costs and attorney and paraprofessional (paralegal) fees.

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

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

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

(H) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the

Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VI

INSURANCE AND RECONSTRUCTION

(A) Insurance. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

*Amended
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(I) Casualty Insurance. The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and Facilities and all personal property as may be owned by the Association and for which the Association is responsible; and casualty insurance on all other structures and insurable improvements constituting a part of the Condominium Property, other than improvements located in the bounds of each Unit which have been placed therein by or on behalf of parties other than Declarant or the Association. That is, the Condominium policy shall insure the fixtures, installations, wall and floor coverings, plaster or plasterboard (drywall), cabinetry, sinks, dishwashers, disposals, toilets, partitions and other improvements which have been installed or shall in the future be installed by the Declarant, but the Association shall not insure any improvements within the bounds of a Unit placed therein by or on behalf of any one other than the Declarant or the Association. The burden shall be upon the Unit Owner to determine whether improvements located within the bounds of such Owner's Unit shall be insured under the Association policy. The casualty insurance to be purchased hereunder by the Association shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage), as determined by a qualified appraiser, the amount determined and the insurance to be reviewed annually and adjusted if necessary. The cost of the appraisal shall be a Common Expense. Such insurance shall include the following coverages:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) such policy shall include, if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or the equivalent, a "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent; and

(c) such other risks (including flood insurance if such insurance is available) as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts as the Board shall determine, provided, however, such deductible amounts shall not exceed the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy amount. The deductible amounts shall be treated as a Common Expense. The policy or policies providing coverage (hereinafter called "Casualty Insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each Unit mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Declarant, the Association, the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide (i) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any; (ii) that the insurer waives its rights of subrogation against Unit Owners, Occupants of Units, and the Association; (iii) that the insurance will not be prejudiced by any acts or omissions of Unit Owners that are not under the control of the Association; and (iv) the policy is primary, even if a Unit Owner has other insurance that covers the same loss. The Casualty Insurance policies and any endorsements thereto shall be deposited with the Association or with the Insurance Trustee (as hereinafter defined), if one is appointed, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the provisions hereof. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association as exclusive agent for each of the Unit Owners and each holder of a mortgage or other lien on any Unit unless the Board determines to appoint an Insurance Trustee in accordance with Subsection (6) of Section (A) of this Article VI.

(2) Liability Insurance. The Association shall insure itself, the members of the Board, the Unit Owners and Occupants of Units other than Unit Owners against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising

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out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants of Units who are not Unit Owners against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Areas and Facilities. The Association shall also obtain directors (Board of Managers) and officers liability coverage if reasonably available.

(3) Fidelity Bonds. A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable, but in no event shall the amount of the bond be less than an amount equal to three (3) months' Common Assessments. The fidelity bond shall name the Association (or the Insurance Trustee) as the obligee, and the premium for such bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without ten (10) days prior written notice to the Association and to all holders of first mortgages of record.

(4) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(5) Unit Owner Insurance. Each Unit Owner may, at his own expense, obtain insurance covering his Unit (consisting of all space bounded by the interior [un-drywalled] surfaces of the perimeter walls, floors and ceilings as specified in Article 2[A] of this Declaration), the Limited Common Areas and Facilities that are attributable solely to his Unit, and the contents of his Unit, the foregoing including, but not limited to, all floor and wall coverings, furniture, fixtures and other betterments installed by each Unit Owner, and any personal property which he stores elsewhere on the Condominium Property, and each Unit Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Unit and Casualty Insurance affording coverage upon his Unit and property inasmuch as the same may not be insured by the Association, but such Casualty Insurance shall provide that it shall be without contribution as against the Casualty Insurance purchased by the Association or shall be written by the carrier of such Casualty Insurance and shall contain the same waiver of subrogation as that

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referred to in subsection (1) above. The Association shall have the right, but not the obligation, to insure portions of a Unit pursuant to Section (A)(1) of this Article and the provisions of this subparagraph (5) shall not invalidate such provision.

(6) Insurance Trustee. At the direction of the Board, the Board may in writing designate and appoint an insurance trustee who shall be a bank in Cleveland, Akron or Canton, Ohio having trust powers and total assets of more than \$50,000,000. (Such trustee shall be herein referred to as the "Insurance Trustee".) The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners, and their respective mortgagees. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired which such certificate shall be delivered, upon request of the Insurance Trustee as soon as practicable.

(B) Responsibility for Reconstruction or Repair.

(1) If any portion of the Condominium Property shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Association (or the Insurance Trustee if one has been appointed), as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawings; provided, however, if such damage renders one-half or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association his attorney-in-fact, coupled with an interest, and authorizes, directs and

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empowers such attorney, at the option of the attorney, to carry out the provisions of this Article VI.

(2) Each Unit Owner shall be responsible for the repair of his Unit (and the Limited Common Areas and Facilities attributable solely to his Unit) after casualty that are not covered by the Association's Casualty Insurance.

(C) Procedure for Reconstruction or Repair.

(1) Immediately after a casualty causing damage to any portion of the Common Areas and Facilities the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as the condition of the property before the casualty. Such costs may include professional fees of public adjuster firms and others and premiums for such bonds as the Board deems necessary.

(2) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any,) one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Association or the Insurance Trustee, as the case may be.

(3) The proceeds of the Casualty Insurance referred to in Subsection (1) of Section (A) of this Article VI and the sums deposited from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied to the payment of the cost of reconstruction and repair of the portion of Condominium Property that is covered by the Association's Casualty Insurance policy from time to time as the work progresses, but not more frequently than once in any calendar month. The Association or the Insurance Trustee, as the case may be, shall make such payments upon receipt of a certificate, dated not more than fifteen (15) days prior to such request, signed by the architect or contractor in charge of the work, who shall be selected by the Association, setting forth (a) that the sum then requested is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (b) that except for the amount stated in such certificates to be due as aforesaid less any prescribed holdback of funds, and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (c) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Association or the Insurance Trustee, as the case may be, after

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the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

(4) The Insurance Trustee (if any) may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(5) In the event the estimated cost of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the calendar year preceding that in which the casualty occurred, then, notwithstanding the appointment of any Insurance Trustee as herein provided, the construction fund may be disbursed upon the order of the Board; provided, however, that at the request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such proceeds shall be disbursed by the order of the Board; in the manner provided for disbursement in subsection (3) above.

(6) Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (1) of Section (A) of this Article VI.

(D) Minor Repairs.

(1) Notwithstanding the foregoing provisions of this Article, if the aggregate amount of the estimated costs of repairing any damage to the Common Areas and Facilities is less than Ten Thousand Dollars (\$10,000.00), the instrument (or draft) by means of which any insurance proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with Article VI(D)(2) below.

(2) Such insurance proceeds shall be used by the Association to defray the cost of repairing the damage to the portions of the Condominium Property that are covered by the Association's Casualty Insurance policy. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the maintenance fund or contingency fund as the Board in its sole discretion may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a Common Assessment levied by the Board against all Unit Owners in proportion to their respective percentages of Ownership Interests in the Common Areas and Facilities or by means of an appropriation from the contingency fund or such other fund as may be established for the purpose of

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providing for the maintenance, repair and replacement of the Common Areas and Facilities, as the Board may determine.

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

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Areas and Facilities shall be occupied and used as follows:

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

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

(C) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities without the prior written consent of the Board. No owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

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

building without the prior written consent of the Board unless the part thereof within view from the exterior of a building is white, near white or beige in color.

(E) No animals, rabbits, livestock, fowl, poultry or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, or in the Limited Common Areas and Facilities, except that dogs, cats, or other normal household pets may be kept in Units, subject to rules and regulations adopted by the Board, including, without limitation, the right to levy fines and enforcement charges against persons who do not clean up after their pets. Furthermore, pets may not be kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' notice from the Board. Dogs shall at all times whenever they are outside of a Unit be confined to a leash held by a responsible person.

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

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

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

(I) There shall be no storage of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, and there shall not be parking of motor vehicles on any part of the Common Areas and Facilities, except that motor vehicles may be parked during daylight hours in designated areas of the private streets; and that balcony and patio areas, if any, must be used for their intended purposes.

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

(K) Except as provided in Section (A) of this Article, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising

be maintained or permitted on any part of the Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the Bylaws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to offer cable T.V. service, or vending machines, or other "commercial" enterprises in the Common Areas and Facilities, or charge guest fees for use of recreation areas or facilities, provided that such operation shall be primarily intended for the convenience and welfare of the Unit Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit. The right is reserved by the Declarant, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. The right is reserved by the Declarant, or its agent, to use any unsold Unit or Units for office, sales, model or display purposes.

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

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

ARTICLE VIII

REHABILITATION OF EXISTING BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. In such event any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within thirty (30) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest, less (a) the amount of any liens and encumbrances on this Unit as of the date such vote is taken and (b) the amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. In the event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of whom shall be appointed by the Board, one of whom shall be appointed by such Unit Owner, and the third of whom shall be appointed by the first two appraisers.

ARTICLE IX

SALE OF THE PROPERTY

The Unit Owners by unanimous vote may elect to sell the Condominium Property as a whole. Upon such action, it shall become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners, in accordance with their interest in the Common Areas and Facilities of the Condominium Development.

ARTICLE X

REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

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

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

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The Association shall be entitled to be reimbursed for legal fees incurred in connection with any such action.

(B) Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use or control his Unit and thereupon

an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title and interest of the Unit Owner in the Condominium Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged shall be paid to the Unit Owner. Upon the confirmation of such sale, the Purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the Purchaser shall take the interest in the Condominium Property sold subject to this Declaration.

ARTICLE XI

ADDITIONS TO CONDOMINIUM PROPERTY

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

(A) Declarant hereby reserves the right and option, but not the obligation, to submit the Additional Property, or any portion or portions thereof, in one (1) or more submissions, together with the Additional Property Buildings which may be constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act.

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

(C) Declarant has a period of seven (7) years after the date the Declaration is filed for record to expand the Condominium Property to include the Additional Property. The Declarant has the option to renew the initial seven (7) year period for an additional seven (7) year period, exercisable within six (6) months prior to expiration of the initial seven (7) year period, provided that a majority of the Unit Owners, other than the Declarant, consents to such a renewal. Other than the expiration of the time limits set forth above, there are no circumstances that will terminate the Declarant's right to expand the Condominium Property to include the Additional Property.

(D) A metes and bounds legal description of the Additional Property is set forth in Exhibit "2" hereof.

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

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

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

(H) The Declarant anticipates constructing one hundred fifteen (115) Units on the Additional Property, for a total number of Units on Parcel No. 1 and the Additional Property of one hundred twenty-six (126) Units, which is the maximum number of Units that may be constructed on Parcel No. 1 and the Additional Property based on the zoning code of the City of Aurora.

(I) The Units to be constructed on the Additional Property are restricted exclusively to residential use and related common purposes for which the Condominium Property was designed.

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

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

(L) Although the Declarant anticipates that the Units to be constructed on the Additional Property will be substantially identical to the Units constructed on Parcel No. 1, the Units to be constructed on the Additional Property need not be substantially identical to the Units constructed on Parcel No. 1. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be constructed on the Additional Property, including the zoning and building requirements of the City of Aurora, there are no limitations on the types of Units that may be constructed on the Additional Property.

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

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

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

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

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

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

(3) To provide that the owners of Units in the Additional Property Buildings shall have an interest in the Common Areas and Facilities of the Condominium Property and to amend Article II (B)(4) hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit on the date said amendment is filed for record bears to the then aggregate square footage of all the Units within the Buildings on the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

(Q) Declarant reserves the right to file an instrument in recordable form expressing its intention not to submit the Additional Property or any portion thereof to the provisions of this Declaration and the filing of such an instrument will be conclusive proof of such removal of the Additional Property or any portion thereof from the operation of the Declaration; provided, however, that such filing will not in any way affect any easements created by the Declaration or otherwise for the benefit of the Property or the Additional Property. Declarant reserves the right to develop all or any portion of the Additional Property independently of the Condominium Property for residential dwellings which need not be made subject to this Declaration.

ARTICLE XII

AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article XII or in any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association and must contain the certification by the President or Secretary of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. Except for an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof, no amendment shall be made to the percentage interests of each Unit in the Common Areas and Facilities as set forth in Article II(B)(4) and Exhibit "E" of this Declaration except by an amendment to this Declaration unanimously approved by all Unit Owners affected. In the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof, this Declaration may be amended by an instrument in writing signed by one (1) officer of Declarant. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request, the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof to a Unit Owner and a first mortgagee of a Unit Owner. No

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

(B) Special Amendment. Prior to the formation of the Association, Declarant shall have the right and power, and after the formation of the Association either the Declarant and the Board shall each have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasipublic or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Condominium Ownership Interests, or (3) to bring this Declaration into compliance with the Act or (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (5) to correct obvious factual errors or inconsistencies between the Declaration and other documents governing the Condominium Development, the correction of which would not impair the interest of any Unit Owner or mortgagee, or (6) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium Development, or (7) to bring any provision hereof into compliance with the provisions of any applicable governmental statute, rule or regulation or any judicial determination, or (8) to enable a title insurance company to issue title insurance with respect to the Condominium Development or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant and/or to the Board to vote in favor of, make and record Special Amendments.

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ARTICLE XIII

SUBDIVISION OR COMBINATION OF UNITS

(A) A Unit may be divided by the Unit Owner thereof into two or more separate new Units; and/or a Unit or any portions thereof may be transferred by the Unit Owner thereof to the Unit Owner(s) of a Unit or Units adjacent thereto and combined with such adjacent Unit or Units, and made a part thereof, for use together with such adjacent Unit or Units thereby forming a new Unit, and the Common Areas and Facilities affected by such combination and/or division may be relocated as reasonably required to effect such combination and/or division. Any such change in Units is hereinafter referred to as a "Combination and/or Division". Any Combination and/or Division shall be done in conformity with the provisions of this Paragraph and shall be confirmed by an amendment to the Declaration and Drawings showing the Combination and/or Division.

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

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

(2) The Combination and/or Division shall comply with all building and zoning requirements of any governmental authorities having jurisdiction.

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

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

(B) The Unit Owner or Unit Owners desiring to make such Combination and/or Division shall make written application to the Board acting on behalf of the Association requesting an amendment to the Declaration (including the Drawings), the application to be accompanied by: (1) an architect's drawing of the proposed alterations of the affected Unit or Units and the affected Common Areas and Facilities; and (2) a calculation of the reallocation of the percentage of interest in the Common Areas and Facilities appurtenant to such Units affected by such proposed Combination and/or Division. If the Unit Owner or Unit Owners making application to the Board for approval of the Combination and/or Division has complied with the requirements of this Section, the Board by at least a majority vote of its members, shall give its approval of the Combination and/or Division and an officer of the Association shall indicate said approval on the amendment to the Declaration effecting the Combination and/or Division. If the Board, within fifteen (15) days

after the submission of such request fails to respond to the application, the application shall be deemed approved, and any one (1) owner of a Unit involved in the Combination and/or Division is hereby irrevocably empowered to execute the same as attorney-in-fact for the Board, this power being coupled with an interest. If an owner of a Unit so executes such amendment on behalf of the Board, such owner shall prepare and file with such amendment a notarized certificate stating that he submitted the amendment to the Board for approval; that the Board failed to approve the amendment within the aforesaid fifteen (15) day period; that the amendment complies with the requirements of this Section; and that he is executing the amendment pursuant to the provisions of this Section. The Combination and/or Division shall be effective upon the recording of an amendment to the Declaration (including the Drawings), consistent with and reflecting said Combination and/or Division, and executed by the Board (including an owner of a Unit acting on behalf of the Board pursuant to the power-of-attorney granted above) and by the Unit Owner or Unit Owners of the affected Unit or Units. Every other Unit Owner shall be deemed to have consented to any such amendment and no action or consent by or from the Board or the Association, shall be necessary to make any such amendment effective. Such amendment shall also specify the resultant reapportionment of the percentages of interest in the Common Areas and Facilities, the proportionate share of the Common Profits and Common Expenses and the voting power of the Unit or Units resulting from the Combination and/or Division, the total of which, in each case, shall equal the interest, share and voting power of the former Unit or Units involved in the Combination and/or Division. Any expenses incurred in connection with accomplishing the Combination and/or Division, including without limitation, engineering, surveying, architectural, legal and recording fees and expenses, shall be paid by the Unit Owner or Unit Owners of the Unit or Units involved, and such Unit Owner or Unit Owners shall be jointly and severally liable for the payment thereof.

(C) The part of the Common Areas and Facilities separating and located between and exclusively serving two or more adjacent Units used together (including without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Areas and Facilities, and that part of the Common Areas and Facilities so altered may be used by the Unit Owner or owners of such Units, provided that (1) the expense of such alterations shall be paid in full by the Unit Owner or owners making such alteration; and (2) such alteration shall not interfere with the use and enjoyment of the Common Areas and Facilities (other than the aforesaid part of the Common Areas and Facilities, separating such adjacent Units) by other Unit Owners.

(D) In addition to the foregoing, if the Combination and/or Division is made in connection with the condemnation or substantial damage or destruction of the Units and/or Common Areas and Facilities, the prior written approval of at least two-thirds (2/3rds) of first mortgagees (based on one vote for each first mortgage owned), or at least two-thirds (2/3rds) of the voting power of Unit Owners (other than the Declarant) shall be required for the Combination and/or Division.

ARTICLE XIV

CONDEMNATION

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

(B) In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Property hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (1) the total amount allocated to taking of or injury to the Common Areas and Facilities shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities; (2) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (3) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

(C) In the event a partial taking results in the taking of a complete Unit, the Unit Owner thereof automatically shall cease to be a member of the Association. Thereafter the Board shall reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall file an amendment of this Declaration evidencing such reallocation, which amendment need only be approved by the Board and by all Unit Owners whose percentage interests in the Common Areas and Facilities are affected.

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

(E) Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to carry out the provisions of this Article XIV.

(F) The holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice of any condemnation that affects either a material portion of the Condominium Development or the Unit securing its mortgage.

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each holder, insurer or guarantor of a first mortgage encumbering a Unit:

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

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

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

(D) Notices to Mortgagees. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting. Furthermore, the holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice from the Association of: (1) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (2) any condemnation or casualty loss that affects either a material portion of the Condominium Development or the Unit securing its mortgage; and (3) any proposed action that requires the consent of a specified percentage of first mortgage holders.

(E) Special Federal Home Loan Mortgage Corporation Provisions.

(1) Except as required by the Act, unless Unit Owners exercising at least seventy-five percent (75%) of the voting power of the Association (and first mortgagees holding at least fifty-one percent [51%] of the first mortgages on Units) give their consent, the Association shall not effect amendments to the Condominium Instruments that would change:

- (a) voting rights;
- (b) Common Assessments, liens for Common Assessments or the priority of liens for Common Assessments;
- (c) reserves for maintenance, repair and replacement of Common Areas and Facilities;
- (d) responsibility for maintenance and repairs;
- (e) allocation of interests in the Common Areas or Limited Common Areas or rights to their use;
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into Common Areas or vice versa;
- (h) expansion or contraction of the Condominium Development, or addition, annexation or withdrawal of the Property to or from the Condominium Development;
- (i) requirements for insurance policies or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

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- (l) a decision of the Association to establish self-management when professional management had been required previously by the Condominium Instruments or by an eligible mortgage holder;
- (m) restoration or repair of the Condominium Development (after a hazard, damage or partial condemnation) in a manner other than that specified in the Condominium Instruments;
- (n) any action to determine the legal status of the Condominium Development after substantial destruction or condemnation occurs;
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

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

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

(4) The implied approval of a first mortgagee may be assumed when such first mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

ARTICLE XVI

SALE, LEASING OR OTHER ALIENATION OF UNITS

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

(B) Unit Owner's Right to Lease Unit. Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or sub-leased for transient or hotel purposes. Any lease

or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. (1) Any lease or sublease of a Unit shall be in writing and shall provide: (a) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in default under the lease or sublease; (b) that the Association shall have the right to require the Unit Owner to deposit with the Association an amount not to exceed one (1) month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules; (2) the limitations with respect to the leasing of Units shall not apply to the: (a) Declarant; or (b) a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure), or with respect to any sale or transfer by the first mortgagee or any other party who acquired the Unit in connection with the foreclosure or deed-in-lieu.

(C) Names of Owners and Occupants of Units. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Unit Owners and other Occupants of Units, each Unit Owner agrees to notify the Association in writing, within five (5) days after such Unit Owner's Unit has been transferred or leased to another person. In addition, each Unit Owner agrees to provide to a Purchaser or lessee of such Unit Owner's Unit a copy of this Declaration (including amendments thereto), the Bylaws (including amendments thereto), the Rules and other relevant documents.

ARTICLE XVII

COMPLIANCE AND NON-MONETARY DEFAULT

(A) Enforcement. In the event of a violation by any Unit Owner or any tenant of a Unit Owner (other than the nonpayment of Common Assessments or other charge, which is governed by Article V of this Declaration) of any of the provisions of this Declaration, the Bylaws or the Rules, the Association shall notify the Unit Owner and any tenant or other Occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Unit Owner or tenant or other Occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

(1) Impose a fine against the Unit Owner or tenant or other Occupant as provided in Subsection (B) of this Article; and/or

(2) Commence an action to enforce performance on the part of the Unit Owner or tenant or other Occupant, and to require the Unit Owner to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

(3) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

(4) Commence an action to recover damages.

(B) Fines. The amount of any fine shall be a reasonable amount as determined by the Board. Prior to imposing any fine, the Unit Owner or tenant or other Occupant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant or other Occupant of not less than 14 days, which notice shall include (1) a statement of the date, time and place of the hearing, (2) a statement of the provisions of this Declaration, Bylaws or Rules which have allegedly been violated, and (3) a short and plain statement of the matters asserted by the Association. The Unit Owner or tenant or other Occupant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant or other Occupant. If the Unit Owner or tenant or other Occupant fails to attend the hearing as set by the Board, the Unit Owner or tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Unit Owner or tenant or other Occupant. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is, timely requested within ten (10) days after written notice of the decision of the Board at the hearing. Any fine levied against a Unit Owner shall be deemed a Charge and if not paid when due all of the provisions of this Declaration relating to the late payment of Common Assessments shall be applicable except as otherwise provided by the Act. If any fine is levied against a tenant or other Occupant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant or other Occupant as hereinafter provided.

(C) Negligence. A Unit Owner shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Areas and Facilities.

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(D) Responsibility of Unit Owner for Tenants. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any tenant of his Unit, and for all employees, agents and invitees of the Unit Owner or any such tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property, or any liability to the Association, the Unit Owner shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Bylaws or any Rule, by any tenant of any Unit, or any employees, agents or invitees of a Unit Owner or any tenant of a Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was that of the Unit Owner.

(E) Costs and Attorney's and Paralegal's Fees. In any legal proceedings commenced by the Association to enforce this Declaration, the Bylaws, and/or the Rules, as said documents may be amended from time to time, the prevailing party shall, be entitled to recover the costs of the proceeding and reasonable attorney's and paralegal's fees. Any such cost or attorney's and paralegal's fees awarded to the Association in connection with any action against any Unit Owner shall be charged to the Unit Owner.

(F) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or any other provision of this Declaration, the Bylaws, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XVIII

REMOVAL FROM CONDOMINIUM OWNERSHIP

For reasons other than substantial destruction of the Condominium Development (in which event the provisions of Article IV would apply) or condemnation of the Condominium Development (in which event the provisions of Article XIV would apply), the Unit Owners exercising at least ninety percent (90%) of the voting power of the Association (and with the vote of at least 67% of the holders of first mortgages) may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Portage County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or part of the Common Areas and Facilities have been paid, released or discharged; and, shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

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

(B) Non-Retention of Property Interest in Common Areas and Facilities by Declarant. Notwithstanding any of the other provisions contained herein, the Declarant shall not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Development is assumed by the Association except in the Declarant's capacity as a Unit Owner of unsold Condominium Ownership Interests and except as permitted by Section 5311.25(B) of the Act.

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

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

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

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

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

(5) All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the Units or Common Areas and Facilities shall be assigned to the Purchasers of Units. Furthermore, the Declarant reserves the right, but not the obligation, to grant warranties in excess of the warranties set forth above.

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

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

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

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

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

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

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(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Managers and its delegates shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Board of Managers or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: Dean K. Ganzhorn, Reserves of Aurora Condominium, Ltd., 2300 Pinnacle Parkway, Twinsburg, Ohio 44087, with a copy of same to Mary Forbes Lovett, Esq., Cowden, Humphrey & Sarlson, 1414 Terminal Tower, Cleveland, Ohio 44113, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by registered or certified mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.

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

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

reason of the failure to function or disrepair of any utility services (heat, air-conditioning, electricity, gas, telephone, water or sewage).

(L) Declarant Assessments. Except as otherwise provided in the Act, the Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against the Declarant.

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

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

(O) Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William Jefferson Clinton, President of the United States of America, and Albert Gore, Jr., Vice President of the United States of America.

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

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

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KENNETH A. TYRPAK
J. HOWARD FLOWER
RICHARD J. ALLAR



*The Western Reserve
Engineering & Surveying Co.*

DIVISION OF W.R.E.S. CORPORATION

5533 CANAL ROAD • CLEVELAND, OHIO 44125 • TEL. (216) 524-0008
FAX: (216) 524-4968

March 24, 1997

LEGAL DESCRIPTION OF
THE RESERVES OF AURORA
CONDOMINIUM PHASE I
PARCEL "A"

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Original Aurora Township Lot Number 11.

Commencing at a point at the intersection of centerline of Twinsburg-Warren Road, (State Route 82) (60 feet wide), and the centerline of Parkway Boulevard (100 feet wide) as established by Plat of Dedication recorded in Plat Volume 89, Page 16 of Portage County Records, the basis of bearings for the following description based upon and assumed bearing for the centerline of Twinsburg-Warren Road (SR 82) as South 47°-24'-46" West;

Thence South 42°-35'-49" East, along the centerline of East Parkway Boulevard (Proposed) (width varies), a distance of 105.21 feet to a 5/8" iron pin set at a point of curvature;

Thence continuing along the centerline of said Boulevard and along an arc of a curve bearing to the left: Radius = 320.00 feet, Delta = 72°-32'-10", Arc = 405.12 feet, Chord = 378.60 feet and chord bearing South 78°-51'-54" East to a point of tangency;

Thence North 64°-52'-01" East, a distance of 68.82 feet to a 5/8" iron pin set;

Thence North 25°-07'-59" West, a distance of 30.00 feet to a point on the Northerly Right-of-Way line of said East Parkway Boulevard, said point being also the principal place of beginning;

Course No. 1

Thence along an arc of a curve bearing to the right; Radius = 93.00 feet, Delta = 59°-43'-12", Arc = 96.93 feet, Chord = 92.61 feet and Chord bearing North 16°-06'-41" East to a point;

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Legal Description
Condominium Phase I
Parcel "A"

Course No. 2

Thence North $39^{\circ}-24'-58''$ West, a distance of 44.06 feet to a point;

Course No. 3

Thence North $85^{\circ}-26'-12''$ West, a distance of 20.00 feet to a point;

Course No. 4

Thence North $48^{\circ}-29'-41''$ West, a distance of 57.99 feet to a point;

Course No. 5

Thence North $41^{\circ}-30'-19''$ East, a distance of 30.86 feet to a point;

Course No. 6

Thence North $66^{\circ}-16'-30''$ East, a distance of 63.60 feet to a point;

Course No. 7

Thence North $78^{\circ}-40'-58''$ East, a distance of 158.14 feet to a point;

Course No. 8

Thence South $75^{\circ}-17'-46''$ East, a distance of 46.79 feet to a point;

Course No. 9

Thence South $40^{\circ}-23'-40''$ East, a distance of 79.39 feet to a point on the aforesaid Northerly Right-of-Way line of the proposed East Parkway Boulevard;

Course No. 10

Thence South $49^{\circ}-36'-20''$ West, continuing along the said Northerly line, a distance of 35.59 feet to a point of tangency;

Page 3
Legal Description
Condominium Phase I
Parcel "A"

Course No. 11

Thence continuing along the said Northerly line an arc of a curve bearing to the right
Radius = 920.00 feet, Delta = $15^{\circ}-15'-41''$, Arc = 245.05 feet, Chord = 244.33 feet
and Chord bearing South $57^{\circ}-14'-11''$ West, to a point of tangency;

Course No. 12

Thence continuing along the said Northerly line South $64^{\circ}-52'-01''$ West, a distance of
35.62 feet to a point of curvature and the principal place of beginning and containing
about 0.959 acres, be the same more or less, according to a survey by The Western
Reserve Engineering & Surveying Company by Richard J. Allar Professional Surveyor
No. 5149 dated March 24, 1997.

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KENNETH A. TYRPAK
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March 24, 1997

LEGAL DESCRIPTION OF
THE RESERVES OF AURORA
CONDOMINIUM PHASE I
PARCEL "B"

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Original Aurora Township Lot Number 11.

Commencing at a point at the intersection of centerline of Twinsburg-Warren Road, (State Route 82) (60 feet wide), and the centerline of Parkway Boulevard (100 feet wide) as established by Plat of Dedication recorded in Plat Volume 89, Page 16 of Portage County Records, the basis of bearings for the following description based upon and assumed bearing for the centerline of Twinsburg-Warren Road (SR 82) as South $47^{\circ}-24'-46''$ West;

Thence South $42^{\circ}-35'-49''$ East, along the centerline of East Parkway Boulevard (Proposed) (width varies), a distance of 105.21 feet to a $5/8''$ iron pin set at a point of curvature;

Thence continuing along the centerline of said Boulevard and along an arc of a curve bearing to the left: Radius = 320.00 feet, Delta = $72^{\circ}-32'-10''$, Arc = 405.12 feet, Chord = 378.60 feet and chord bearing South $78^{\circ}-51'-54''$ East to a point of tangency;

Thence North $64^{\circ}-52'-01''$ East, a distance of 104.44 feet to a $5/8''$ iron pin set;

Thence South $25^{\circ}-07'-59''$ East, a distance of 30.00 feet to a point on the Southerly Right-of-Way line of said East Parkway Boulevard, said point being also the principal place of beginning;

Course No. 1

Thence along the said Southerly line and an arc of a curve bearing to the left; Radius = 980.00 feet, Delta = $11^{\circ}-40'-21''$, Arc = 199.65 feet, Chord = 199.30 feet and Chord bearing North $59^{\circ}-01'-51''$ East to a point;

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Page 2
Legal Description
Condominium Phase I
Parcel "B"

Course No. 2

Thence South $36^{\circ}-48'-20''$ East, a distance of 124.98 feet to a point and Northwesterly corner of a parcel of land conveyed to George B. and Arlyn Hettinger by deed recorded in Volume 1162, Page 593 of Portage County Deed Records;

Course No. 3

Thence South $00^{\circ}-08'-27''$ East, along the Westerly line of said parcel conveyed to George B. and Arlyn Hettinger a distance of 71.74 feet to a point;

Course No. 4

Thence South $89^{\circ}-55'-26''$ West, a distance of 117.20 feet to a point;

Course No. 5

Thence South $00^{\circ}-04'-34''$ East, a distance of 17.59 feet to a point;

Course No. 6

Thence South $89^{\circ}-51'-15''$ West, a distance of 47.78 feet to a point;

Course No. 7

Thence South $00^{\circ}-08'-27''$ East, a distance of 223.81 feet to a point;

Course No. 8

Thence South $75^{\circ}-38'-14''$ East, a distance of 57.93 feet to a point;

Course No. 9

Thence North $89^{\circ}-51'-15''$ East, a distance of 108.91 feet to a point on the aforesaid Westerly line of said parcel conveyed to George B. and Arlyn Hettinger;

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Page 3
Legal Description
Condominium Phase I
Parcel "B"

Course No. 10

Thence South $00^{\circ}-08'-27$ East, along the said Westerly line, a distance of 131.95 feet to a point;

Course No. 11

Thence North $80^{\circ}-01'-47$ " West, a distance of 210.31 feet to a point of curvature;

Course No. 12

Thence along an arc of a curve bearing to the right Radius = 69.00 feet, Delta = $126^{\circ}-56'-07$ ", Arc = 152.87 feet, Chord = 123.47 feet and Chord bearing North $57^{\circ}-57'-57$ " West, to a point of tangency;

Course No. 13

Thence North $05^{\circ}-30'-06$ " East, a distance of 57.70 feet to a point;

Course No. 14

Thence North $84^{\circ}-29'-54$ " West, a distance of 131.08 feet to a point;

Course No. 15

Thence North $13^{\circ}-19'-50$ " East, a distance of 94.18 feet to a point;

Course No. 16

Thence North $17^{\circ}-00'-00$ " East, a distance of 43.77 feet to a point;

Course No. 17

Thence North $24^{\circ}-21'-22$ " East, a distance of 8.28 feet to a point;

Course No. 18

Thence South $72^{\circ}-52'-07$ " East, a distance of 51.29 feet to a point;

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Legal Description
Condominium Phase I
Parcel "B"

Course No. 19

Thence South 57°-06'-47" East, a distance of 46.72 feet to a point;

Course No. 20

Thence North 64°-52'-01" East, a distance of 84.06 feet to a point;

Course No. 21

Thence North 34°-52'-01" East, a distance of 60.00 feet to a point;

Course No. 22

Thence North 25°-07'-59" West, a distance of 110.00 feet to a point on the aforesaid Southerly Right-of-Way line of Proposed East Parkway Boulevard and the principal place of beginning and containing 2.414 acres of land, be the same more or less according to a survey by The Western Reserve Engineering & Surveying Company by Richard J. Allar Professional Surveyor No. 5149 dated March 24, 1997.

From 57.479 ac
Pr 0.959
BAL 56.520 ac

From 56.520 ac
Pr 2.414
BAL 54.106 ac
BALANCE TO BE
EXPANDABLE

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3-28-97

TAX MAP DEPT.	
LEGAL DESCRIPTION	
<input checked="" type="checkbox"/> SUFFICIENT	<input type="checkbox"/> DEFICIENT
<input type="checkbox"/> NO DIVISION OF LAND	

03-011-00-00-001

TRANSFERRED
SEC. 319.54 (F-2) 550
SEC. 319.202

MAR 28 1997

Janet J. Vint
PORTAGE COUNTY AUDITOR

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GRANT OF EASEMENT FOR ACCESS AND UTILITY PURPOSES

Together with a non-exclusive easement and right-of-way on, under and across the following described property (hereinafter called the "East Parkway Boulevard Easement"):

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Original Aurora Township Lot No. 11.

Commencing at a point at the intersection of the centerline of Twinsburg-Warren Road, (State Route 82)(60 feet wide), and the centerline of Parkway Boulevard (100 feet wide) as established by Plat of Dedication recorded in Plat Volume 89, Page 16 of Portage County Records, the basis of bearings for the following description based upon an assumed bearing for the centerline of Twinsburg-Warren Road (SR 82) as South 47°-24'-46" West;

Thence South 42°-35'-49" East, and along the centerline of Parkway Boulevard (Proposed)(width varies), 30.00 feet to a point on the Southerly Right-of-Way line of said Twinsburg-Warren Road, said point also being the principal place of beginning of the premises herein described;

Course No. 1

Thence North 47°-24'-46" East, along the said Southeasterly line, a distance of 70.01 feet to a point;

Course No. 2

Thence along an arc of a curve bearing to the left; Radius = 30.00 feet, Delta = 90°-00'-35", Arc = 47.13 feet, Chord = 42.43 feet and Chord bearing South 02°-24'-29" West, to a point of tangency;

Course No. 3

Thence South 42°-35'-49" East, a distance of 75.73 feet to a point of curvature;

Course No. 4

Thence along an arc of a curve bearing to the left; Radius = 238.38 feet, Delta = 36°-15'-59", Arc = 150.89 feet, Chord = 148.39 feet and Chord bearing South 60°-43'-48" East to a point of compound curvature;

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Course No. 5

Thence along an arc of a curve bearing to the left; Radius = 290.00 feet, Delta = $36^{\circ}-16'-11''$, Arc = 183.58 feet, Chord = 180.53 feet and Chord bearing South $83^{\circ}-00'-07''$ West to a point of tangency;

Course No. 6

Thence North $64^{\circ}-52'-01''$ East, a distance of 104.44 feet to a point of curvature;

Course No. 7

Thence along the arc of a curve bearing to the left; Radius = 920.00 feet, Delta = $15^{\circ}-15'-41''$, Arc = 245.05 feet, Chord = 244.33 feet and Chord bearing North $57^{\circ}-14'-11''$ East to a point of tangency;

Course No. 8

Thence North $49^{\circ}-36'-20''$ East, a distance of 119.64 feet to a point of curvature;

Course No. 9

Thence along an arc of a curve bearing to the right; Radius = 630.00 feet, Delta = $22^{\circ}-41'-02''$, Arc = 249.42 feet, Chord = 247.80 feet and Chord bearing North $60^{\circ}-56'-51''$ East to a point;

Course No. 10

Thence South $17^{\circ}-42'38''$ East, a distance of 60.00 feet to a point;

Course No. 11

Thence along an arc of a curve bearing to the left; Radius = 570.00 feet, Delta = $22^{\circ}-41'-02''$, Arc = 225.67 feet, Chord = 224.20 feet and Chord bearing South $60^{\circ}-56'-51''$ West to a point of tangency;

Course No. 12

Thence South $49^{\circ}-36'-20''$ West, a distance of 119.64 feet to a point of curvature;

Course No. 13

Thence along an arc of a curve bearing to the right; Radius = 980.00 feet, Delta = $15^{\circ}-15'-41''$, Arc = 261.03 feet, Chord = 260.26 feet and Chord bearing South $57^{\circ}-14'-11''$ West to a point of tangency;

Course No. 14

Thence South $64^{\circ}-52'-01''$ West, a distance of 104.44 feet to a point of curvature;

Course No. 15

Thence along an arc of a curve bearing to the right; Radius = 350.00 feet, Delta = $35^{\circ}-39'-58''$, Arc = 217.87 feet, Chord = 214.37 feet and Chord bearing South $82^{\circ}-42'-00''$ East to a point of compound curvature;

Course No. 16

Thence along an arc of a curve bearing to the right; Radius = 400.00 feet, Delta = $36^{\circ}-52'-12''$, Arc = 257.40 feet, Chord = 250.00 feet and Chord bearing North $61^{\circ}-01'-55''$ West to a point of tangency;

Course No. 17

Thence North $42^{\circ}-35'-49''$ West, a distance of 15.22 feet to a point;

Course No. 18

Thence along an arc of a curve bearing to the left; Radius = 30.00 feet, Delta = $89^{\circ}-59'-25''$, Arc = 47.12 feet, Chord = 42.22 feet and chord bearing North $87^{\circ}-35'-31''$ West to a point on the Southerly Right-of-Way line of aforesaid Twinsburg-Warren Road;

Course No. 19

Thence North $47^{\circ}-24'-46''$ East, along the said Right-of-Way line, a distance of 69.99 feet to the principal place of beginning and containing 1.721 acres of land, be the same more or less.

The above granted easement is perpetual; provided, however, from time to time, and when improvements referred to below are completed in the East Parkway Boulevard Easement, to

the extent that the City of Aurora will accept such improvements and dedication of the same (it being a requirement hereof that such improvements shall be constructed to meet the dedication requirements of the City of Aurora and other governmental authorities having jurisdiction over the improvements), the Declarant, its successors and assigns, shall dedicate East Parkway Boulevard to public use, and cause such dedication to be accepted, and any easement herein created for the same purpose with respect to the portion then dedicated and accepted shall thereupon cease and determine. Any such dedication for street purposes shall include grants of easements for the purpose of construction, use, and maintenance of utility and other facility lines, including, but not limited to, water lines, sanitary sewer lines, storm sewer lines, gas, electric, telephone and cable television lines, and such other lawful purposes required by the City of Aurora or other governmental authorities in order to obtain dedication and acceptance of such improvements. Any portion of the land subject to the easement rights granted herein for the East Parkway Boulevard Easement that are not required for dedication and/or utility purposes shall automatically be released from the burden of this easement upon acceptance of such dedication by the City of Aurora and other governmental authorities having jurisdiction over the same and upon acceptance of such utility easements by the governmental authorities or utility companies having jurisdiction over the same.

Said easements and rights-of-way shall be for ingress to and from the Condominium Property and the Additional Property, and at all times said easements shall be kept free and clear of any barriers, dividers or other obstructions; and such easements and rights-of-way are for the further purpose of construction, use and maintenance of utility lines and other facility lines including, but not limited to, water lines, sanitary sewer lines, storm sewer lines, gas, electric, telephone and cable television lines.

It shall be the responsibility of the Declarant, its successors and assigns to construct the roadway and/or utility and/or other facility improvements at its sole cost and expense; to maintain the same for the warranty period required by Chapter 5311 of the Ohio Revised Code (and thereafter the Association is to maintain the same) or until dedication and acceptance by the City of Aurora; and to cause such dedication and acceptance of said improvements.

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March 24, 1997

LEGAL DESCRIPTION
OF ADDITIONAL PROPERTY

Situated in the City of Aurora, County of Portage and State of Ohio and known as being part of Original Aurora Township Lot No. 11 and more fully described as follows:

Beginning at a 5/8" iron pin found at the intersection of the centerline of Twinsburg - Warren Road, State Route 82 (60 feet wide), and the centerline of Bissell Road (50 feet wide), said point also being the Northeasterly corner of said Original Aurora Township Lot No. 11 and the principal place of beginning of the premises herein described;

Course No. 1

Thence South 2°-00'-24" West along the centerline of Bissell Road as aforesaid, and the Easterly line of said Original Aurora Township Lot No. 11, a distance of 1,324.57 feet to a point and Northeasterly corner of Parcel No. 4 conveyed to George B. and Arlyn R. Hettinger by deed recorded in Volume 1163, Page 659 of Portage County Deed Records;

Course No. 2

Thence South 89°-51'-33" West, along the Northerly line of said parcel conveyed to George B. and Arlyn R. Hettinger and its Westerly prolongation and passing through a 5/8" iron pin found at 25.02 feet, a distance of 804.21 feet to a point that is 0.09 feet Northerly and 0.14 feet Westerly of an existing 5/8" iron pin;

Course No. 3

Thence South 0°-08'-27" East and along a Westerly line of a parcel of land conveyed to George B., Arlyn, and G. David Hettinger by deed record in Volume 1145, Page 11 of Portage County Deed Records, a distance of 75.00 feet to a point that is 0.07 feet Northerly and 0.07 feet Westerly of an existing 5/8" iron pin;

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Course No. 4

Thence South $89^{\circ}-51'-33''$ West, and along a Northerly line of said parcel conveyed to George B., Arlyn, and G. David Hettinger and along the Northerly line of a parcel of land conveyed to George B. and Arlyn R. Hettinger by deed recorded in Volume 1162, Page 593 of Portage County Deed Records, a distance of 420.00 feet to a point that is 0.05 feet Southerly and 0.10 feet Easterly of an existing $5/8''$ iron pin;

Course No. 5

Thence South $0^{\circ}-08'-27''$ East and along a Westerly line of said parcel conveyed to George B. and Arlyn R. Hettinger, a distance of 622.29 feet to a point on the centerline of West Pioneer Trail (60 feet wide), said line passing through a point on the Northerly line of West Pioneer Trail that is 0.14 feet Southerly and 0.04 feet Westerly of an existing $5/8''$ iron pin;

Course No. 6

Thence South $89^{\circ}-51'-33''$ West, along the centerline of West Pioneer Trail as aforesaid, a distance of 1507.10 feet to a point and P.C. of a curve from which point a $5/8''$ iron pin found bears South $80^{\circ}-51'-33''$ West, a distance of 113.96 feet;

Course No. 7

Thence by the arc of a curve bearing to the left and continuing along the centerline of West Pioneer Trail as aforesaid: Radius = 728.44 feet, Delta = $17^{\circ}-46'-59''$, Arc = 226.09 feet, Chord = 225.18 feet and chord bearing South $80^{\circ}-58'-04''$ West to a point and P.T. of said curve;

Course No. 8

Thence South $72^{\circ}-04'-34''$ West and continuing along the centerline of West Pioneer Trail as aforesaid, a distance of 94.90 feet to a point and P.C. of a curve for the centerline of Twinsburg-Warren Road, State Route 82 (60 feet wide);

Course No. 9

Thence by the arc of a curve bearing to the left and along the centerline of Twinsburg-Warren Road as aforesaid: Radius = 955.37 feet Delta = $24^{\circ}-39'-49''$ Arc = 411.25 feet, Chord = 408.08 feet and chord bearing North $59^{\circ}-44'-40''$ East to a point and P.T. of said curve;

Course No. 10

Thence North $47^{\circ}-24'-46''$ East, along the centerline of Twinsburg - Warren Road as aforesaid, a distance of 2,344.57 feet to a point and Northwesterly corner of a parcel of land conveyed to Paul H. and Ruth E. Haven by deed recorded in Volume 608 Page 255 of Portage County Records;

Course No. 11

Thence South $23^{\circ}-21'-50''$ East along the Westerly line of said parcel conveyed to Paul H. and Ruth E. Haven and passing through an existing $5/8''$ iron pin at 31.84 feet, a distance of 504.27 feet to an existing $5/8''$ iron pin;

Course No. 12

Thence North $66^{\circ}-38'-10''$ East and along the Southerly line of said parcel conveyed to Paul H. and Ruth E. Haven, a distance of 386.90 feet to a point that is 0.05 feet Northerly and 0.05 feet Easterly of an existing $5/8''$ iron pin;

Course No. 13

Thence North $23^{\circ}-21'-50''$ West and along the Easterly line of said parcel conveyed to Paul H. and Ruth E. Haven and passing through an iron pin set on the Southerly line of Twinsburg - Warren Road as aforesaid, a distance of 596.73 feet to a point on the centerline of Twinsburg-Warren Road;

Course No. 14

Thence by the arc of a curve bearing to the right and along the centerline of Twinsburg-Warren Road as aforesaid, Radius = 716.78 feet Delta = $22^{\circ}-53'-47''$, Arc = 286.44 feet, Chord = 284.54 feet and Chord bearing North $78^{\circ}-06'-41''$ East, to a point and P.T. of said curve;

Course No. 15

Thence North $89^{\circ}-33'-34''$ East, along the centerline of Twinsburg-Warren Road as aforesaid, a distance of 413.03 feet to a point and place of beginning and containing 57.479 acres of land, according to a survey by the Western Reserve Engineering and Surveying Company by Richard J. Allar, Professional Surveyor No. 5149 on March 24, 1997, be the same more or less but subject to all legal highways, easements and restrictions of records and excepting therefrom the area designated as The Reserves of Aurora Condominium Phase I, further described as "Parcel A" and "Parcel B" further leaving a balance of 54.106 acres. Bearings are to an assumed meridian and are used to indicate angles only.

PARCEL A:

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Original Aurora Township Lot Number 11.

Commencing at a point at the intersection of centerline of Twinsburg-Warren Road, (State Route 82) (60 feet wide), and the centerline of Parkway Boulevard (100 feet wide) as established by Plat of Dedication recorded in Plat Volume 89, Page 16 of Portage County Records, the basis of bearings for the following description based upon and assumed bearing for the centerline of Twinsburg-Warren Road (SR 82) as South 47°-24'-46" West;

Thence South 42°-35'-49" East, along the centerline of East Parkway Boulevard (Proposed) (width varies), a distance of 105.21 feet to a 5/8" iron pin set at a point of curvature;

Thence continuing along the centerline of said Boulevard and along an arc of a curve bearing to the left: Radius = 320.00 feet, Delta = 72°-32'-10", Arc = 405.12 feet, Chord = 378.60 feet and chord bearing South 78°-51'-54" East to a point of tangency;

Thence North 64°-52'-01" East, a distance of 68.82 feet to a 5/8" iron pin set;

Thence North 25°-07'-59" West, a distance of 30.00 feet to a point on the Northerly Right-of-Way line of said East Parkway Boulevard, said point being also the principal place of beginning;

Course No. 1

Thence along an arc of a curve bearing to the right; Radius = 93.00 feet, Delta = 59°-43'-12", Arc = 96.93 feet, Chord = 92.61 feet and Chord bearing North 16°-06'-41" East to a point;

Course No. 2

Thence North 39°-24'-58" West, a distance of 44.06 feet to a point;

Course No. 3

Thence North 85°-26'-12" West, a distance of 20.00 feet to a point;

Course No. 4

Thence North 48°-29'-41" West, a distance of 57.99 feet to a point;

Course No. 5

Thence North 41°-30'-19" East, a distance of 30.86 feet to a point;

Course No. 6

Thence North $66^{\circ}-16'-30''$ East, a distance of 63.60 feet to a point;

Course No. 7

Thence North $78^{\circ}-40'-58''$ East, a distance of 158.14 feet to a point;

Course No. 8

Thence South $75^{\circ}-17'-46''$ East, a distance of 46.79 feet to a point;

Course No. 9

Thence South $40^{\circ}-23'-40''$ East, a distance of 79.39 feet to a point on the aforesaid Northerly Right-of-Way line of the proposed East Parkway Boulevard;

Course No. 10

Thence South $49^{\circ}-36'-20''$ West, continuing along the said Northerly line, a distance of 35.59 feet to a point of tangency;

Course No. 11

Thence continuing along the said Northerly line an arc of a curve bearing to the right Radius = 920.00 feet, Delta = $15^{\circ}-15'-41''$, Arc = 245.05 feet, Chord = 244.33 feet and Chord bearing South $57^{\circ}-14'-11''$ West, to a point of tangency;

Course No. 12

Thence continuing along the said Northerly line South $64^{\circ}-52'-01''$ West, a distance of 35.62 feet to a point of curvature and the principal place of beginning and containing about 0.959 acres, be the same more or less, according to a survey by The Western Reserve Engineering & Surveying Company by Richard J. Allar Professional Surveyor No. 5149 dated March 24, 1997.

PARCEL B

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Original Aurora Township Lot Number 11.

Commencing at a point at the intersection of centerline of Twinsburg-Warren Road, (State Route 82) (60 feet wide), and the centerline of Parkway Boulevard (100 feet wide) as established by Plat of Dedication recorded in Plat Volume 89, Page 16 of Portage County Records, the basis of bearings for the following description based upon an

assumed bearing for the centerline of Twinsburg-Warren Road (SR 82) as South $47^{\circ}-24'-46''$ West;

Thence South $42^{\circ}-35'-49''$ East, along the centerline of East Parkway Boulevard (Proposed) (width varies), a distance of 105.21 feet to a $5/8''$ iron pin set at a point of curvature;

Thence continuing along the centerline of said Boulevard and along an arc of a curve bearing to the left: Radius = 320.00 feet, Delta = $72^{\circ}-32'-10''$, Arc = 405.12 feet, Chord = 378.60 feet and chord bearing South $78^{\circ}-51'-54''$ East to a point of tangency;

Thence North $64^{\circ}-52'-01''$ East, a distance of 104.44 feet to a $5/8''$ iron pin set;

Thence South $25^{\circ}-07'-59''$ East, a distance of 30.00 feet to a point on the Southerly Right-of-Way line of said East Parkway Boulevard, said point being also the principal place of beginning;

Course No. 1

Thence along the said Southerly line and an arc of a curve bearing to the left; Radius = 980.00 feet, Delta = $11^{\circ}-40'-21''$, Arc = 199.65 feet, Chord = 199.30 feet and Chord bearing North $59^{\circ}-01'-51''$ East to a point;

Course No. 2

Thence South $36^{\circ}-48'-20''$ East, a distance of 124.98 feet to a point and Northwesterly corner of a parcel of land conveyed to George B. and Arlyn Hettinger by deed recorded in Volume 1162, Page 593 of Portage County Deed Records;

Course No. 3

Thence South $00^{\circ}-08'-27''$ East, along the Westerly line of said parcel conveyed to George B. and Arlyn Hettinger a distance of 71.74 feet to a point;

Course No. 4

Thence South $89^{\circ}-55'-26''$ West, a distance of 117.20 feet to a point;

Course No. 5

Thence South $00^{\circ}-04'-34''$ East, a distance of 17.59 feet to a point;

Course No. 6

Thence South $89^{\circ}-51'-15''$ West, a distance of 47.78 feet to a point;

Course No. 7

Thence South $00^{\circ}-08'-27''$ East, a distance of 223.81 feet to a point;

Course No. 8

Thence South $75^{\circ}-38'-14''$ East; a distance of 57.93 feet to a point;

Course No. 9

Thence North $89^{\circ}-51'-15''$ East, a distance of 108.91 feet to a point on the aforesaid Westerly line of said parcel conveyed to George B. and Arlyn Hettinger;

Course No. 10

Thence South $00^{\circ}-08'-27''$ East, along the said Westerly line, a distance of 131.95 feet to a point;

Course No. 11

Thence North $80^{\circ}-01'-47''$ West, a distance of 210.31 feet to a point of curvature;

Course No. 12

Thence along an arc of a curve bearing to the right Radius = 69.00 feet, Delta = $126^{\circ}-56'-07''$, Arc = 152.87 feet, Chord = 123.47 feet and Chord bearing North $57^{\circ}-57'-57''$ West, to a point of tangency;

Course No. 13

Thence North $05^{\circ}-30'-06''$ East, a distance of 57.70 feet to a point;

Course No. 14

Thence North $84^{\circ}-29'-54''$ West, a distance of 131.08 feet to a point;

Course No. 15

Thence North $13^{\circ}-19'-50''$ East, a distance of 94.18 feet to a point;

Course No. 16

Thence North $17^{\circ}-00'-00''$ East, a distance of 43.77 feet to a point;

Course No. 17

Thence North $24^{\circ}-21'-22''$ East, a distance of 8.28 feet to a point;

Course No. 18

Thence South $72^{\circ}-52'-07''$ East, a distance of 51.29 feet to a point;

Course No. 19

Thence South $57^{\circ}-06'-47''$ East, a distance of 46.72 feet to a point;

Course No. 20

Thence North $64^{\circ}-52'-01''$ East, a distance of 84.06 feet to a point;

Course No. 21

Thence North $34^{\circ}-52'-01''$ East, a distance of 60.00 feet to a point;

Course No. 22

Thence North $25^{\circ}-07'-59''$ West, a distance of 110.00 feet to a point on the aforesaid Southerly Right-of-Way line of Proposed East Parkway Boulevard and the principal place of beginning and containing 2.414 acres of land, be the same more or less according to a survey by The Western Reserve Engineering & Surveying Company by Richard J. Allar Professional Surveyor No. 5149 dated March 24, 1997.

EXHIBIT "A"

**TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM**

REFERENCE TO ALLOTTED DRAWINGS

The particulars of the land, buildings and other improvements, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Allotted Drawings incorporated in the Declaration of Condominium Ownership for The Reserves of Aurora Condominium, by reference as Exhibit "A", prepared and bearing the certified statements of Western Reserve Engineering & Surveying Co., Professional Engineers and Surveyors, 5533 Canal Road, Cleveland, Ohio 44125 and George J. Kontogiannis and Associates, Registered Architects, 400 South Fifth Street, Suite 400, Columbus, Ohio 43215-5492, as required by the Condominium Act of the State of Ohio. Such set of Allotted Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Portage County, Ohio, simultaneously with the recording of the Declaration.

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UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
7	7	XIV	720 Elmwood Point	Arbor Hill	1,950	0.921%
8	8	XIV	724 Elmwood Point	Meadow Grove	1,800	0.850%
29	30	XIV	665 Elmwood Point	Meadow Grove	1,800	0.850%
30	30	XIV	661 Elmwood Point	Arbor Hill	1,950	0.921%
4	4	XV	680 Elmwood Point	Arbor Hill	1,600	0.756%
1	2	XVI	660 Elmwood Point	Wood Bridge	1,500	0.707%
2	2	XVI	664 Elmwood Point	Arbor Hill	1,950	0.921%
15	16	XVI	721 Elmwood Point	Brook Ridge	1,810	0.855%
16	16	XVI	717 Elmwood Point	Arbor Hill	1,600	0.756%
21	22	XVI	697 Elmwood Point	Brook Ridge	1,810	0.855%
22	22	XVI	693 Elmwood Point	Arbor Hill	1,950	0.921%
9	10	XVII	728 Elmwood Point	Arbor Hill	1,600	0.756%
10	10	XVII	730 Elmwood Point	Wood Bridge	1,500	0.707%
19	20	XVII	705 Elmwood Point	Wood Bridge	1,500	0.707%
20	20	XVII	701 Elmwood Point	Arbor Hill	1,600	0.756%
23	24	XVII	689 Elmwood Point	Wood Bridge	1,500	0.707%
24	24	XVII	685 Elmwood Point	Arbor Hill	1,950	0.921%
14	14	XVIII	725 Elmwood Point	Wood Bridge	1,500	0.707%
25	26	XVIII	681 Elmwood Point	Arbor Hill	1,950	0.921%
26	26	XVIII	677 Elmwood Point	Wood Bridge	1,500	0.707%
12	13	XIX	733 Elmwood Point	Arbor Hill	1,600	0.756%
13	13	XIX	729 Elmwood Point	Meadow Grove	1,800	0.850%
81	81	XX	515 Oak Lawn Court	Wood Bridge	1,500	0.707%
87	87	XX	491 Oak Lawn Court	Arbor Hill	1,600	0.756%
72	72	XXI	516 East Parkway Blvd.	Meadow Grove	1,800	0.850%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
77	77	XXI	496 Glen Hollow Circle	Arbor Hill	1,950	0.921%
78	78	XXI	492 Glen Hollow Circle	Meadow Grove	1,800	0.850%
79	79	XXI	484 Glen Hollow Circle	Wood Bridge	1,500	0.707%
80	80	XXI	480 Glen Hollow Circle	Arbor Hill	1,600	0.756%
73	73	XXII	512 Glen Hollow Circle	Arbor Hill	1,950	0.921%
82	82	XXII	511 Oak Lawn Court	Meadow Grove	1,800	0.850%
85	85	XXII	499 Oak Lawn Court	Arbor Hill	1,950	0.921%
91	92	XXIII	469 Shadowbrook Circle	Arbor Hill	1,600	0.756%
92	92	XXIII	465 Shadowbrook Circle	Wood Bridge	1,500	0.707%
99	99	XXIII	441 East Parkway Boulevard	Arbor Hill	1,950	0.921%
102	103	XXIII	429 East Parkway Boulevard	Meadow Grove	1,800	0.850%
103	103	XXIII	421 East Parkway Boulevard	Arbor Hill	1,600	0.756%
105	106	XXIII	419 East Parkway Boulevard	Arbor Hill	1,950	0.921%
106	106	XXIII	417 East Parkway Boulevard	Wood Bridge	1,500	0.707%
89	90	XXIV	475 Shadowbrook Circle	Arbor Hill	1,950	0.921%
90	90	XXIV	471 Shadowbrook Circle	Arbor Hill	1,950	0.921%
93	94	XXIV	461 Shadowbrook Circle	Wood Bridge	1,500	0.707%
94	94	XXIV	457 Shadowbrook Circle	Arbor Hill	1,950	0.921%
95	96	XXV	453 Shadowbrook Circle	Arbor Hill	1,950	0.921%
96	96	XXV	449 Shadowbrook Circle	Meadow Grove	1,800	0.850%
104	104	XXV	430 East Parkway Boulevard	Arbor Hill	1,950	0.921%
69	69	XXVI	528 East Parkway Boulevard	Arbor Hill	1,950	0.921%
70	70	XXVI	524 East Parkway Boulevard	Arbor Hill	1,600	0.756%
71	71	XXVI	520 East Parkway Boulevard	Arbor Hill	1,950	0.921%

EXHIBIT 3

TO THIRTIETH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
34	36	I	566 Daleview Drive	Meadow Grove	1,800	0.850%
35	36	I	572 Daleview Drive	Brook Ridge	1,810	0.855%
36	36	I	576 Daleview Drive	Arbor Hill	1,950	0.921%
46	47	I	583 Daleview Drive	Meadow Grove	1,800	0.850%
47	47	I	579 Daleview Drive	Arbor Hill	1,600	0.756%
53	54	I	555 Daleview Drive	Brook Ridge	1,810	0.855%
54	54	I	551 Daleview Drive	Brook Ridge	1,810	0.855%
57	57	I	562 Fountain View Trail	Brook Ridge	1,810	0.855%
58	59	I	558 Fountain View Trail	Arbor Hill	1,950	0.921%
59	59	I	554 Fountain View Trail	Meadow Grove	1,800	0.850%
60	60	I	550 Fountain View Trail	Arbor Hill	1,950	0.921%
62	62	II	545 Treetop Court	Brook Ridge	1,810	0.855%
39	40	III	588 Daleview Drive	Arbor Hill	1,950	0.921%
40	40	III	592 Daleview Drive	Arbor Hill	1,950	0.921%
41	42	III	596 Daleview Drive	Arbor Hill	1,600	0.756%
42	42	III	600 Daleview Drive	Arbor Hill	1,600	0.756%
48	49	III	575 Daleview Drive	Arbor Hill	1,600	0.756%
49	49	III	571 Daleview Drive	Arbor Hill	1,600	0.756%
50	50	III	567 Daleview Drive	Arbor Hill	1,950	0.921%
63	63	IV	541 Treetop Court	Arbor Hill	1,950	0.921%
64	64	IV	539 Treetop Court	Brook Ridge	1,810	0.855%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
68	68	IV	525 Treetop Court	Arbor Hill	1,950	0.921%
51	52	V	563 Daleview Drive	Brook Ridge	1,810	0.855%
52	52	V	559 Daleview Drive	Arbor Hill	1,600	0.756%
43	44	VI	595 Daleview Drive	Meadow Grove	1,800	0.850%
44	44	VI	591 Daleview Drive	Arbor Hill	1,600	0.756%
45	45	VI	587 Daleview Drive	Brook Ridge	1,810	0.855%
37	37	VII	580 Daleview Drive	Arbor Hill	1,950	0.921%
65	65	VII	535 Treetop Court	Arbor Hill	1,950	0.921%
66	66	VII	531 Treetop Court	Arbor Hill	1,600	0.756%
67	67	VII	529 Treetop Court	Arbor Hill	1,600	0.756%
61	61	VIII	549 Treetop Court	Arbor Hill	1,950	0.921%
38	38	IX	584 Daleview Drive	Arbor Hill	1,600	0.756%
55	56	IX	570 Fountainview Trail	Meadow Grove	1,800	0.850%
56	56	IX	566 Fountainview Trail	Arbor Hill	1,950	0.921%
31	31	X	554 Daleview Drive	Arbor Hill	1,600	0.756%
32	33	X	558 Daleview Drive	Brook Ridge	1,810	0.855%
33	33	X	562 Daleview Drive	Arbor Hill	1,950	0.921%
3	3	XI	668 Elmwood Point	Arbor Hill	1,950	0.921%
5	5	XII	700 Elmwood Point	Arbor Hill	1,600	0.756%
27	28	XII	673 Elmwood Point	Brook Ridge	1,810	0.855%
28	28	XII	669 Elmwood Point	Arbor Hill	1,950	0.921%
11	11	XIII	737 Elmwood Point	Wood Bridge	1,500	0.707%
17	18	XIII	713 Elmwood Point	Arbor Hill	1,600	0.756%
18	18	XIII	709 Elmwood Point	Meadow Grove	1,800	0.850%
6	6	XIV	704 Elmwood Point	Brookridge	1,810	0.855%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
74	74	XXVI	508 Glen Hollow Circle	Wood Bridge	1,500	0.707%
76	76	XXVI	500 Glen Hollow Circle	Arbor Hill	1,950	0.921%
75	75	XXVII	504 Glenn Hollow Circle	Wood Bridge	1500	0.707%
86	86	XXVII	495 Oak Glen Court	Wood Bridge	1500	0.707%
83	83	XXVIII	507 Oaklawn Court	Arbor Hill	1,600	0.756%
100	100	XXVIII	433 East Parkway Blvd.	Arbor Hill	1,950	0.921%
101	101	XXVIII	429 East Parkway Blvd.	Arbor Hill	1,950	0.921%
118	118	XXIX	28 Elm Creek Way	Creekside Town Home	1,600	0.756%
119	119	XXIX	30 Elm Creek Way	Creekside Town Home	1,600	0.756%
120	120	XXIX	32 Elm Creek Way	Creekside Town Home	1,600	0.756%
121	121	XXIX	34 Elm Creek Way	Creekside Town Home	1,600	0.756%
122	122	XXIX	38 Elm Creek Way	Creekside Town Home	1,600	0.756%
123	123	XXIX	42 Elm Creek Way	Creekside Town Home	1,600	0.756%
84	84	XXXI	503 Oak Lawn Court	Arbor Hill	1,950	0.921%
97	97	XXXI	445 Shadow Brook Circle	Arbor Hill	1,950	0.921%
116	117	XXXI	11 Elm Creek Way	Creekside Town Home	1,600	0.756%
117	117	XXIX	9 Elm Creek Way	Creekside Town Home	1,600	0.756%
124	126	XXXI	46 Elm Creek Way	Creekside Town Home	1,100	0.519%
125	126	XXXI	50 Elm Creek Way	Creekside Town Home	1,100	0.519%
126	126	XXXI	54 Elm Creek Way	Creekside Town Home	1,100	0.519%
88		XXXI	479 Shadow Brook Circle	Wood Bridge	1,092	0.515%
98		XXXI	443 Shadow Brook Circle	Arbor Hill	1,086	0.513%
107		XXXI	47 Elm Creekway	Creekside Townhome	1,084	0.511%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
108		XXXI	43 Elm Creekway	Creekside Townhome	1,084	0.511%
109		XXXI	39 Elm Creekway	Creekside Townhome	1,084	0.511%
110		XXXI	35 Elm Creekway	Creekside Townhome	1,085	0.511%
111		XXXI	31 Elm Creekway	Creekside Townhome	1,085	0.511%
112		XXXI	27 Elm Creekway	Creekside Townhome	1,085	0.511%
113		XXXI	23 Elm Creekway	Creekside Townhome	1,086	0.513%
114		XXXI	19 Elm Creekway	Creekside Townhome	1,086	0.513%
115		XXXI	15 Elm Creekway	Creekside Townhome	1,086	0.513%
TOTAL						100.000%

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM

BYLAWS

OF

THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC.

A Non-Profit Ohio Corporation

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BYLAWS OF THE RESERVES OF AURORA
CONDOMINIUM OWNERS' ASSOCIATION, INC.

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

ARTICLE I

THE ASSOCIATION

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

Section 2. Membership. Each Unit Owner upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of this Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. Membership in the Association shall be limited to Unit Owners. In addition to any other rights the Declarant may have pursuant to the Declaration, the Declarant shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3. Voting Rights. On any question on which the vote of Unit Owners is permitted or required, the owner or owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Unit, which certificate shall be

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

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

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

Section 6. Establishment of Unit Owners' Association and First Meeting of Members.

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

(b) First Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place in Portage County as may be designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The first meeting of the members of

the Association shall be held upon written notice given by the Declarant in accordance with Subsection (D) of this Section 6, said meeting to be held not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, unless the Declarant shall consent, in its sole discretion, to a lesser percentage.

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

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

(e) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-third (1/3) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be

authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

- (a) Calling of meeting to order.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Election of Inspectors of election.
- (g) Nomination and election of members of the Board of Managers.
- (h) Unfinished and/or old business.
- (i) New Business.
- (j) Adjournment.

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

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

ARTICLE II

BOARD OF MANAGERS

Section 1. Qualifications. Except as otherwise provided herein, all members of the Board of Managers (herein called "Board Members" or "Board") shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1. of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as

otherwise provided herein. If a Board Member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. No single Unit may be represented on the Board by more than one (1) person at any time.

Section 2. Number of Board Members. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Managers consisting of three (3) members or five (5) members, in accordance with Section 4 hereof.

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting. Until such time as Condominium Ownership Interests to which less than twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all three (3) Board Members. Not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the one (1) Board Member who will be replaced. Since one (1) of the three (3) Board Members representing thirty-three and one-third percent (33-1/3%) of the Board Members, are to be elected by Unit Owners other than the Declarant when Condominium Ownership Interests to which twenty-five percent (25%) of the individual interests in the Common Areas and Facilities appertain have been sold or conveyed by the Declarant, it will not be necessary to have a meeting of the Association when Condominium Ownership Interests to which fifty percent (50%) of the individual interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, since, at that time, Unit Owners, other than the Declarant, will have elected the required thirty-three and one-third percent (33-1/3%) of the members of the Board.

Section 4. First Annual Meeting. Within thirty (30) days after the earlier of either: (a) five (5) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting"), the Board may be expanded from three (3) members to five (5) members, and all Unit Owners (including Declarant, if Declarant shall own any Units) shall elect all members of the Board of the Association. At and after the First Annual Meeting, Unit Owners exercising a majority of the voting power of the Association may expand the Board from three (3) to five (5) members or may reduce the Board from five (5) members to three (3) members. Immediately prior to such election all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall resign; provided, however, that such persons shall be eligible for re-election

to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5 of this Article II. The percentages set forth in Sections 3 and 4 of this Article shall be computed by comparing the number of Units sold and conveyed from time to time on Parcel No. 1 and the Additional Property to the maximum number of Units that may be created thereon pursuant to Article XI of the Declaration based on the portion of the Additional Property owned by the Declarant at the time of the First Annual Meeting.

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

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

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

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

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

serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin. There shall be no cumulative voting.

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

Section 7. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

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

Section 9. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time, if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

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

- (a) Maintenance, repair, replacement and surveillance of the Condominium Property and the Common Areas and Facilities and certain of the Limited Common Areas.

(b) Levy of Assessments against the Unit Owners and the collection of same, including Assessments payable to the Master Association pursuant to the Master Declaration.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium Property, the Common Areas and Facilities and the Limited Common Areas.

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

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

(ii) Grant easements.

(iii) Make contracts.

(iv) Effect insurance.

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

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

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

(g) Adopt Rules and Regulations.

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

Section 11. Removal of Board Members. Except as otherwise provided herein and in the Act, the Board may remove any Board Member and thereby create a vacancy in the Board if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of

the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so removed may be elected at the same meeting for the unexpired term for each such removed Board Member. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

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

Section 13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. Said insurance shall be in accordance with Article VI(A)(3) of the Declaration. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

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

ARTICLE III

OFFICERS

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

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

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

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

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

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

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

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

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

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for

all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

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

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

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

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

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

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

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which in its opinion shall be necessary or proper for the

maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these Bylaws;

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

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

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

(k) Limitation on Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any acquisitions, capital additions and improvements, or structural alterations to the Common Areas and Facilities (other than for purposes of maintaining, replacing, restoring or repainting portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these

Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars (\$10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided, however, so long as Declarant has the authority to elect or designate two (2) of the three (3) Board Members, the Declarant's prior written consent to such expenditure shall be required. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1.(K) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;

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

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

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

Section 2. Rules and Regulations. The Board of Managers, by vote of the members entitled to exercise a majority of the voting power of the Board, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In an action or proceeding brought by the Association against an Owner and/or Occupant of a Unit to enforce such rules or regulations, the Association shall be entitled to collect costs of suit and reasonable attorneys' fees from such Owner and/or Occupant. In the event such supplemental rules and

Common Areas and Facilities as set forth in the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Areas and Facilities as set forth in the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit, an initial capital contribution to the Association in an amount specified by the sales and purchase agreement entered into between the Declarant as seller and the Unit Owner as buyer of the Unit. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve and/or for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant.

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

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and

regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

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

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

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

Section 6. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, and the Articles or Bylaws of the Association shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments. Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article V, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board of Managers as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the

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

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

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

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

Section 10. Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the

any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall be obligated to build up and maintain a reasonable working capital reserve fund to finance the cost of repair or replacement of the components of the Common Areas and Facilities. Such working capital reserve fund shall be deposited in a segregated account when control of the Association is turned over to the Unit Owners pursuant to Article II, Section 4. of these Bylaws. Included in such reserve fund is the amount (if any) referred to in Section 1 of this Article V payable by each Purchaser of a Unit at the time such Purchaser acquires title to his Unit. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve fund; nor shall any such Unit Owner have any claim against the Association with respect thereto. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve fund. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of cash requirements shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted monthly amount. The Declarant shall not use the working capital reserve fund to defray its expenses., reserve contributions or construction costs or to make up any budget deficits. When unsold Units are sold, the Declarant may use funds collected at closings to Purchasers to reimburse itself for funds it paid to the Association for each unsold Unit's share of the working capital funds. Any checks drawn on the working capital reserve fund account shall require the signature of two (2) Board members.

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

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

Condominium Ownership Interest of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be entitled to written notice of such failure to pay such assessment. The Board of Managers shall have the power to suspend the voting rights and the right to use of the recreational facilities of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association.

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

ARTICLE VI

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such member of the Board, officer, employee or agent of the Association, provided it is determined in the manner hereinafter set forth (a) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his duty to the Association, (b) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

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

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

Section 4. Indemnification by Unit Owners. The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all Unit Owners in the Common Areas and Facilities.

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

ARTICLE VII

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William Jefferson Clinton, President of the United States of America, or Albert Gore, Jr., Vice President of the United States of America.

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

Section 10. Amendments. Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, provided, however, that no amendment shall have any effect upon Declarant, the rights of Declarant under these Bylaws and the rights of bona fide mortgagees of Units until the written consent of Declarant and/or such mortgagees to such amendment has been secured.

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

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EXHIBIT "C"

TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE RESERVES OF AURORA CONDOMINIUM

This Exhibit was Intentionally Omitted.

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EXHIBIT "D"

TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM

Narrative Description of Buildings and Units

The Condominium Development is situated off of East Parkway Boulevard, a dedicated (or to be dedicated) public road running southeast off of Twinsburg-Warren Road (State Route 82) and West Pioneer Trail in the City of Aurora, County of Portage and State of Ohio. Phase I consists of one (1) triplex Building known as Building No. 36 containing three (3) Units designated as Unit Nos. 34, 35 and 36, three (3) duplex Buildings known as Building No. 47 containing two (2) Units designated as Unit Nos. 46 and 47, Building No. 54 containing two (2) Units designated as Unit Nos. 53 and 54 and Building No. 59 containing two (2) Units designated as Unit Nos. 58 and 59, and two (2) single detached Buildings known as Building No. 57 containing one (1) Unit designated as Unit No. 57 and Building No. 60 containing one (1) Unit designated as Unit No. 60.

The Buildings are principally of conventional wood frame construction with drywall finish on the interior walls and vinyl siding and brick on the exterior walls. The roofs are fiberglass shingle. The Units are separated by common walls. The common walls are of independent wood and fire coded drywall construction. The Units are constructed on either basements, basements and crawl spaces, or concrete slab foundations.

Three (3) Unit types are being submitted by this Declaration. The Unit types are known as the "Arbor Hill", the "Brook Ridge" and the "Meadow Grove". Unit Nos. 36, 47, 58 and 60 are "Arbor Hill" type Units, Unit Nos. 35, 53, 54 and 57 are "Brook Ridge" type Units, and Unit Nos. 34, 46 and 59 are "Meadow Grove" type Units.

The "Arbor Hill" is a single-story Unit of ranch design containing from approximately 1,600 square feet of living area to approximately 1,950 square feet of living area, exclusive of the garage and optional half-story and/or basement or basement and crawl space areas. The single floor contains a living room, dining area, kitchen with a dinette, two bedrooms, two full baths, a laundry room and an attached two-car garage. The Purchaser has the option of adding a second floor 350 square foot bedroom suite containing one (1) bedroom and a full bath.

The "Brook Ridge" is a one and one-half story Unit of cape cod design containing approximately 1,810 square feet of living area, exclusive of the garage and optional basement or basement and crawl space areas. The first floor contains a living room, dining area, kitchen with a dinette, master bedroom, library, one and one-half baths, a laundry room, and an attached two-car garage. The second floor contains one bedroom and a full bath.

The "Meadow Grove" is a single-story Unit of ranch design containing approximately 1,800 square feet of living area, exclusive of the garage and optional basement or basement and crawl space areas. The single floor contains a living room, dining area, kitchen with a dinette, two bedrooms, library/bedroom, two full baths, a laundry room and an attached two-car garage.

Any inconsistencies between the narrative descriptions of the Units and/or Common Areas on the one hand and the "as built" Drawings on the other hand shall be resolved in favor of the "as built" Drawings.

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EXHIBIT "E"

**TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM**

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>PHASE NO.</u>	<u>UNIT ADDRESS</u>	<u>UNIT TYPE</u>	<u>UNIT SQUARE FOOTAGE</u>	<u>PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
34	36	I	566 Daleview Drive	Meadow Grove	1,800	8.96%
35	36	I	572 Daleview Drive	Brook Ridge	1,810	9.01%
36	36	I	576 Daleview Drive	Arbor Hill	1,950	9.71%
46	47	I	583 Daleview Drive	Meadow Grove	1,800	8.96%
47	47	I	579 Daleview Drive	Arbor Hill	1,600	7.95%
53	54	I	555 Daleview Drive	Brook Ridge	1,810	9.01%
54	54	I	551 Daleview Drive	Brook Ridge	1,810	9.01%
57	57	I	562 Fountain View Trail	Brook Ridge	1,810	9.01%
58	59	I	558 Fountain View Trail	Arbor Hill	1,950	9.71%
59	59	I	554 Fountain View Trail	Meadow Grove	1,800	8.96%
60	60	I	550 Fountain View Trail	Arbor Hill	1,950	9.71%
TOTAL:						100.00%

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CONSENT OF MORTGAGEE TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

The undersigned, RJS PROPERTIES, LTD., an Ohio limited partnership, is mortgagee of premises described in the within Declaration of Condominium Ownership for The Reserves of Aurora Condominium, Aurora, Ohio, by virtue of mortgage recorded on July 19, 1995 in Volume 39, Page 463 of Portage County Records ("Mortgage").

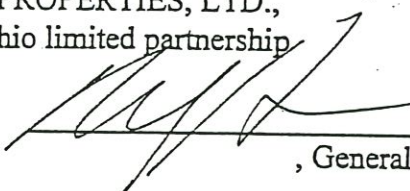
The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with the Bylaws, Drawings and other exhibits thereto ("Condominium Documents"), and to the filing thereof in the Office of the County Recorder of Portage County, Ohio, and further, subjects and subordinates the Mortgage to the Condominium Documents, and to the provisions of Chapter 5311 of the Ohio Revised Code.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:


Print Name GARY SWAIN


Print Name RICHARD GREENWELL

RJS PROPERTIES, LTD.,
an Ohio limited partnership

By: 
_____, General Partner

STATE OF OHIO)
) SS.
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named RJS PROPERTIES, LTD., an Ohio limited partnership, by DICK SWAIN, its General Partner, who, having been first duly sworn acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such General Partner and the free act and deed of the said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at AURORA, Ohio, this 13TH day of MARCH, 1997.



Notary Public

RICHARD GREENWELL
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires July 20, 2000

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

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CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

The undersigned, FIFTH THIRD BANK, is mortgagee of premises described in the within Declaration of Condominium Ownership for The Reserves of Aurora Condominium, Aurora, Ohio, by virtue of mortgage recorded on July 19, 1995 in Volume 39, Page 531 of Portage County Records ("Mortgage").

The undersigned hereby consents to the execution and delivery of the foregoing to Declaration of Condominium Ownership, with the Bylaws, Drawings and other exhibits attached thereto ("Condominium Documents"), and to the filing thereof in the Office of the County Recorder of Portage County, Ohio, and further, subjects and subordinates the Mortgage to the Condominium Documents, and to the provisions of Chapter 5311 of the Ohio Revised Code.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:
(Witnesses as to both signatures)

FIFTH THIRD BANK

Leslie Kruger
Print Name Leslie Kruger

By: James P. Castrigano, Vice President

Jane R. Gross
Print Name Jane R. Gross

By: Sandra M. Lamson, Asst. Vice President

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named FIFTH THIRD BANK, by James P. Castrigano, its Vice President, and by Sandra M. Lamson, its Asst. Vice President, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cuyahoga Falls, Ohio, this 19th day of March, 1997.

Jane R. Gross
Notary Public

THIS INSTRUMENT PREPARED BY:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
The Tower At Erievew, Suite 2600
1301 East Ninth Street
Cleveland, Ohio 44114
(216) 696-3311

JANE R. GROSS, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires April 8, 1998

LINDA FANKHAUSER
MORTGAGE CO. RECORDER

20 0238414 6118

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP INDEXED
FOR
THE RESERVES OF AURORA CONDOMINIUM ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM
RECORDED AT VOLUME 0184, PAGE 521 ET SEQ. OF THE PORTAGE COUNTY
RECORDS.

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium (the "Declaration") and the Bylaws of The Reserves of Aurora Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, was recorded at Portage County Records Volume 0184, Page 521 et seq., and

WHEREAS, The Reserves of Aurora Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in The Reserves of Aurora and as such is the representative of all Unit Owners, and

WHEREAS, Article XII, Section A of said Declaration authorizes amendments to the Declaration and Bylaws Article VII, Section 10 authorizes amendments to the Bylaws, and

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

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that a copy of the Amendment was mailed or hand delivered to all Unit Owners and all first mortgagees on the records of the Association and that Unit Owners having at least 75% of the voting power of the Association affirmatively approved the Amendment, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 76.74% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.74% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium is hereby amended by the following:

MODIFY DECLARATION ARTICLE XIX, Section I entitled, "Notices." Said modification, to be made on Page 50 of the Declaration as recorded at Portage County Records Volume 0184, Page 521, et seq., is as follows (deleted language stricken; new language underlined):

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Managers and its delegates shall be in writing and shall be sent by ~~registered or certified mail, return receipt requested,~~ regular U.S. Mail to the Board of Managers or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: Dean K. Ganzhorn, Reserves of Aurora Condominium, Ltd., 2300 Pinnacle Parkway, Twinsburg, Ohio 44087, with a copy of same to Mary Forbes Lovett, Esq., Cowden, Humphrey & Sarlson, 1414 Terminal Tower, Cleveland, Ohio 44113, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by ~~registered or certified~~ regular U.S. mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF PORTAGE)

SS

FRANK I. EWING, being first duly sworn, states as follows:


1. He is the duly elected and acting President of The Reserves of Aurora Condominium Owners' Association, Inc..
2. As such President, he certifies that unit owners having at least 75% of the voting power of the Association affirmatively approved the Amendment to the Declaration Condominium Ownership for The Reserves of Aurora Condominium in accordance with provisions of Article XII, Section A of the Declaration.
3. Copies of the Amendment to the Declaration Condominium Ownership for The Reserves of Aurora Condominium were mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.



 FRANK I. EWING, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named FRANK I. EWING who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 6th day of December, 2002.



 NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Reserves of Aurora Condominium Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium.

NONE


Samuel S. Colmery

SAMUEL S. COLMERY, Secretary
(Print Name)

STATE OF OHIO)
)
COUNTY OF PORTAGE) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 6th day of DECEMBER, 2002.


NOTARY PUBLIC



LINDA FARKHAUSER
PORTAGE CO. RECORDER

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RESERVES OF AURORA CONDOMINIUM ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC. RECORDED AT VOLUME 0184, PAGE 521 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium (the "Declaration") was recorded at Portage County Records Volume 0184, Page 521 et seq., and

WHEREAS, The Reserves of Aurora Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in The Reserves of Aurora Condominium Owners' Association, Inc. and as such is the representative of all Unit Owners, and

WHEREAS, Article XII, Section (A) of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that a copy of the Amendment was mailed or hand delivered to all Unit Owners and all first mortgagees on the records of the Association and that Unit Owners having at least 75% of the voting power of the Association affirmatively approved the amendment, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 81% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 81% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium is hereby amended by the following:

MODIFY the first sentence of DECLARATION ARTICLE II, Section (C)(2)(f). Said modification, to be made on Page 15 of the Declaration as recorded in the Portage

County Records, Volume 0184, Page 521 et seq. is as follows (deleted language is struck through; new language is underlined):

(f) As further provided for in Article XXI of this Declaration, To maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the willful or ~~uninsured~~ act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant, ~~to the extent such damage or destruction is not covered by insurance maintained by the Association.~~

DELETE DECLARATION ARTICLE VI, entitled "INSURANCE AND RECONSTRUCTION," in its entirety. Said deletion to be made on Pages 24-30 of the Declaration as recorded in the Portage County Records, Volume 0184, Page 521 et seq.

INSERT A NEW DECLARATION ARTICLE VI, entitled "CASUALTY INSURANCE." Said new addition, to be added on Page 24-30 of the Declaration as recorded in the Portage County Records, Volume 0184, Page 521 et seq., is as follows:

ARTICLE VI

CASUALTY INSURANCE

(A) Coverage.

(1) Mandatory Coverage. The Association shall carry Casualty Insurance, subject to a deductible as provided for in Section (D) below, on all of the insurable improvements comprising the Common Areas (except for the windows and doors in the perimeter walls, which the Unit Owner shall insure), the Limited Common Areas and all personal property as may be owned by the Association and for which the Association is responsible.

(2) Optional Coverage. The Association may, as the Board so determines, also carry Casualty Insurance on some or all of the fixtures, structures, betterments and other insurable improvements constituting a part of the Units (including the windows and doors located in the perimeter walls), whether installed or provided by the Grantor, the Association, or the Unit Owner. In deciding whether to increase or decrease the scope of Casualty Insurance coverage permitted by this Paragraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Casualty Insurance coverage shall be determined as first and foremost reflected from time to time in the Board's meeting minutes, not the terms of the insurance policy itself. The Unit Owner shall have the burden to determine whether any portion of the

Units are insured under the Association's Casualty Insurance policy; provided, however, that, except in the case of an emergency, the Association shall provide the Unit Owners with at least thirty (30) days prior written notice of any increase or decrease in the scope of Casualty Insurance coverage, particularly as it pertains to the Units.

(B) Risks to be Insured and Amount Thereof. The Association's Casualty Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief," and all other perils which are customarily covered, including perils normally covered by the standard "all-risk" endorsement, where such is available at a reasonable cost; in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage).

(C) Named Insured. Subject to the provisions of Section (E), below, the Association's Casualty Insurance shall be for the benefit of the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership Interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(D) Deductibles. The Association's Casualty Insurance may include a reasonable deductible as determined by the Board. In the absence of any negligence, the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance and in the event of multiple parties or combined claims covered by the Association's Casualty Insurance policy, shall be allocated in relation to the amount each party's claim bears to the total claim. By way of example, if a storm damages a roof, which costs \$600.00 to repair, and causes interior water damage to a Unit, which costs \$400.00 to repair, and the Association's Casualty Insurance provides coverage for all losses with a \$100.00 deductible, then the Association would recover \$540.00 (\$600.00 less \$60.00 share of deductible) and the Unit Owner would recover \$360.00 (\$400.00 less \$40.00 share of deductible).

(E) Claim Filing. The Board shall have the sole right and authority to file, or authorize the filing of, any and all claims for damage or destruction that are or may be covered by the Association's Casualty Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The failure or refusal of the Association to process or file any claim for

damage or destruction to any part of the Condominium Property under the Association's Casualty Insurance, shall not give rise to any claim against the Association or the Board.

(F) Appraisals. The Board shall conduct an annual insurance review that may, at the option of the Board, include a professional replacement cost appraisal, without respect to depreciation, of any and all improvements and personal property comprised in the Condominium Property, by one or more qualified persons. The cost of any such appraisal shall be a Common Expense.

(G) Insurance Company Rating. All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Best's Insurance Reports, or its present day equivalent.

(H) Mortgagee Requirements. Notwithstanding anything to the contrary anywhere in this Article VI, the Board shall have the full right and authority, but not the obligation, to purchase Casualty Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions or requirements, as the Board determines is in the Association's best interests and is necessary to comply with any requirements of Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC"), or the designee of FNMA or FHLMC. If the Association provides, as the Board so decides, additional Casualty Insurance coverage, or any additional terms or conditions thereto, beyond the minimum requirements contained in this Article VI, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board. The Board shall further have the right and power to execute and record special amendments to this Article VI, as the Board determines to be in the Association's interest, to comply with the requirements of FNMA and/or FHLMC. In furtherance of the right and power to record such special amendment, a power coupled with an interest is hereby reserved and granted to the Board to vote in favor of, make or consent to such special amendment on behalf of each Unit Owner as proxy or attorney-in-fact as the case may be.

(I) Unit Owner Insurance. Each Unit Owner shall separately insure those portions of his/her Unit and the Limited Common Areas designated for the use of his/her Unit, not insured by the Association, including, without limitation, the windows and doors in the perimeter walls, and insurance on the Limited Common Areas and Unit up to the amount of the Association's Casualty Insurance deductible when either such areas are insured by the Association, against loss by fire and other hazards and perils now or hereafter embraced by "extended coverage, vandalism and malicious

mischief" and "all-risk" insurance and shall file a copy of the policy(ies), or such other insurance information as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. The Board is authorized to establish and promulgate minimum policy limits for Unit Owner casualty insurance based on what the Board reasonably believes is required for the protection of the Association and its Owners as a whole. Each Unit Owner shall provide the Association with a certificate of insurance evidencing compliance with this Section I at the time of purchase and all renewals of the Unit Owner's insurance or as otherwise directed by the Board in writing. The Association is also hereby authorized and empowered to purchase any required casualty insurance for and on behalf of any Unit Owner who fails to comply with any of the requirements of this Article VI, including the failure of Unit Owner to deliver proof of the required insurance to the Association, at the Unit Owner's expense. Each Unit Owner shall further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

(J) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Casualty Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Section (A) of this Article VI. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Areas renders fifty percent (50%) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after

such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas. No Unit Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

(K) Repair and Reconstruction.

(1) Following the occurrence of a casualty for which insurance proceeds are recovered, the Association shall repair and reconstruct all damage to or destruction of the Common Areas and Limited Common Areas substantially as such Areas existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of the Unit(s), if any, shall be determined by the Board.

(2) If the cost of the repair for the damages or destruction to the Common Areas exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Areas or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(3) If the cost of the repair for the damages or destruction to the Limited Common Areas exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Area.

(4) After any damage to or destruction of his/her Unit, each Unit Owner shall restore his/her Unit, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and shall complete such restoration within eight (8) months after the damage or destruction. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents and related fixtures and equipment.

(L) Disbursement of Excess Insurance Proceeds. The Association shall use insurance proceeds received to defray the cost of repairing the damage to the Common Areas. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas.

(M) Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree, that in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant or the Association, and the lessees of any one of them, as provided for in this Article VI, the rights, if any, of any party against the other, or against the employees, agents, licensees or invites of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually recovered.

INSERT A NEW DECLARATION ARTICLE XX, entitled "Liability and Other Insurance." Said new addition, to be made on Page 52 of the Declaration as recorded in the Portage County Records, Volume 0184, Page 521 et seq., is as follows:

ARTICLE XX

Liability and Other Insurance

(A) Liability Insurance.

(1) The Association shall insure itself, the members of the Board, the Unit Owners and Occupants of Units other than Unit Owners against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the

Unit Owners and Occupants of Units who are not Unit Owners against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Areas and Facilities. The Association shall also obtain directors (Board of Managers) and officers liability coverage if reasonably available.

(2) Each Unit Owner shall obtain and maintain liability insurance in such minimum amounts and covering any and all such risks and liabilities as required by the Board as well as those set forth in the Declaration, including the amendments thereto, and insurance against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or related to the Unit . Each Unit Owner shall provide the Association with a certificate of insurance evidencing compliance with this Section (A)(2) at the time of purchase and all renewals of the Unit Owner's insurance or as otherwise directed by the Board in writing. The Association is also hereby authorized and empowered to purchase any required liability insurance for and on behalf of any Unit Owner who fails to comply with any of the requirements of this Article XX, including the failure of Unit Owner to deliver proof of the required insurance to the Association, at the Unit Owner's expense.

(B) Fidelity Bonds. A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable, but in no event shall the amount of the bond be less than an amount equal to three (3) months' Common Assessments. The fidelity bond shall name the Association (or the Insurance Trustee) as the obligee, and the premium for such bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without ten (10) days prior written notice to the Association and to all holders of first mortgages of record.

INSERT A NEW DECLARATION ARTICLE XXI, entitled "NEGLIGENCE." Said new addition, to be made on Page 52 of the Declaration as recorded in the Portage County Records, Volume 0184, Page 521 et seq., is as follows:

ARTICLE XXI

NEGLIGENCE

(A) Negligence of Unit Owner. If any (i) loss or repair of a Unit (including the Unit Owner's own Unit) or its appurtenances or of the Common Areas or Limited Common Areas or (ii) bodily injury, personal injury or personal property damage is due to the negligence or intentional act of a Unit Owner (or anyone for whom such Unit Owner is responsible as provided for in this Section A or elsewhere in this Declaration), then in such case, the negligent, responsible Unit Owner shall be liable for and shall indemnify and hold harmless the Association and the other Unit Owners from and against the full amount of such loss, repair, damage and/or injury whether or not such loss, repair, damage and/or injury would also be covered by any insurance policy carried by the Association; provided, such liability on the part of the Unit Owner shall be limited to the extent and amount of the liability insurance such Unit Owner must obtain and maintain as the Board so establishes pursuant to Article XX, Section (A)(1) of this Declaration if the Association's insurance policy covers the particular loss, repair, damage and/or injury. Nothing herein shall be construed as a requirement of a Unit Owner to indemnify the Association or any other Unit Owner for the Association's negligence or the negligence of any other Unit Owner. As further provided for in Article VI, Section (I) and Article XX, Section (A)(2) of this Declaration, each Unit Owner shall carry and maintain insurance, which insurance shall include coverage for the damages, costs and other potential liabilities set forth above in this Section A.

(B) Negligence of Association. Nothing in the Declaration shall be deemed to impose any contractual obligation on the Association for the maintenance, repair or replacement of the Common Areas or any portion thereof, but the Association's liability shall be limited to damages resulting from negligence. If any (i) loss or repair of a Unit or its appurtenances or of the Common Areas or Limited Common Areas or (ii) bodily injury, personal injury or property damage other than a Unit or the Common Areas or Limited Common Areas is due to the negligence or intentional act of the Association (or anyone for whom the Association is responsible as provided for in this Section B or elsewhere in this Declaration), then in such case, the Association shall be liable for the full amount of such loss, repair, damage and/or injury. Nothing herein shall be construed as a requirement of the Association to indemnify any Unit Owner for the Unit Owner's own negligence.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above provisions concerning the Association's and Unit Owners' casualty and other insurance obligations. Upon the recording of this amendment, only Unit

Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said The Reserves of Aurora Condominium Owners' Association, Inc. has caused the execution of this instrument this 23rd day of September, 2003.

THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Samuel S. Colmery
SAMUEL COLMERY, its President

By: Linda Mahne
LINDA MAHNE, its Secretary

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 23rd day of September, 2003.

Scott A. Lloyd
NOTARY PUBLIC

SCOTT A. LLOYD, Atty.
Notary Public - State of Ohio
My Commission Expires No Expiration Date
Section 147.03 R.C.

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of The Reserves of Aurora Condominium Owners' Association, Inc., hereby certifies that:

1. The Association received the signed, written consents of the Unit Owners representing 81% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium Owners' Association, Inc. in accordance with provisions of Article XII, Section (A) of the Declaration and caused such signed, written consents to be filed with The Reserves of Aurora Condominium Owners' Association, Inc. corporate records; and
2. Copies of the Amendment to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium were mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

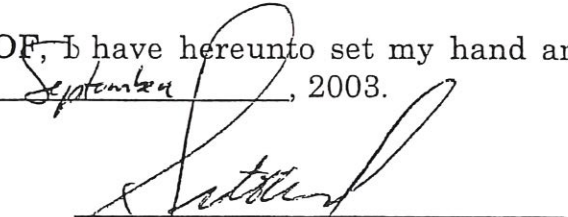


 SAMUEL COLMERY, President

STATE OF OHIO)
)
 COUNTY OF PORTAGE) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 23rd day of September, 2003.



 NOTARY PUBLIC


SCOTT A. LYON, Atty.
 Notary Public - State of Ohio
 My Commission Expires No Expiration Date
 Section 147.03 R.C.

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Reserves of Aurora Condominium Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium.

NONE




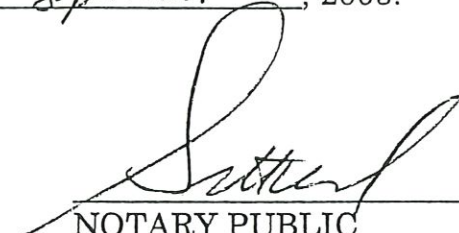
LINDA MAHNE, Secretary

STATE OF OHIO)
)
COUNTY OF PORTAGE) SS

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

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal in Aurora, Ohio, this 23rd day of September, 2003.

NO TRANSFER
REQUIRED 
JANET ESPOSITO
AUDITOR
OCT 15 2003



NOTARY PUBLIC
SCOTT A. LYON, Atty.
Notary Public - State of Ohio
My Commission Expires 12/31/2005
Section 147.05

Renecorded Filing
mid

LINDA FANKHAUSER
PORTAGE CO. RECORDER
THIRTIETH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP

20 0409870 # 12 #
THE RESERVES OF AURORA CONDOMINIUM X

RECEIVED FOR RECORD
AT 14:00:17
FEE 240.00

AURORA, OHIO

ADDING PHASE NO. XXXI (FINAL PHASE)

INDEXED

CONSISTING OF FIVE (5) BUILDINGS

CONTAINING ELEVEN UNITS KNOWN AS
UNIT NOS. 88, 98, 107, 108, 109, 110, 111, 112, 113, 114 and 115

This will certify that copies of this Thirtieth Amendment to Declaration of Condominium Ownership for The Reserves of Aurora Condominium and the Drawings attached thereto, have been filed in the office of the County Auditor, Portage County, Ohio.

**NO TRANSFER
REQUIRED
APR 12 2004
JANET ESPOSITO
AUDITOR**

MAR 23 2004

Date: _____, 2004

**RECEIVED FOR RECORD
TAX MAP DEPT.
BY: [Signature] DATE [Signature]**

Portage County Auditor

By: Janet Esposito
Deputy Auditor

THIS INSTRUMENT PREPARED BY:

RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN a legal professional association.
2600 ERIEVIEW TOWER
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TEL: (216) 696-3311

Midland
LINDA FANKHAUSER
PORTAGE CO. RECORDER
20 0407551 # 23 #
RECEIVED FOR RECORD
AT 10:29:40
FEE 236.00

In Re Plat
2004-21

INDEXED

Being rerecorded to add consent of mortgagee.
(JMC/K0473180.1)

THIRTIETH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE RESERVES OF AURORA CONDOMINIUM

AURORA, OHIO

ADDING PHASE NO. XXXI (FINAL PHASE)

CONSISTING OF FIVE (5) BUILDINGS

CONTAINING ELEVEN UNITS KNOWN AS
UNIT NOS. 88, 98, 107, 108, 109, 110, 111, 112, 113, 114 and 115

WHEREAS, Reserves of Aurora Condominium, Ltd., an Ohio limited liability company, hereinafter referred to as "Declarant", filed for record the Declaration of Condominium Ownership ("Declaration") with the Bylaws attached thereto, and Drawings incorporated by reference therein, on March 28, 1997, with the Portage County Recorder, the Declaration being recorded in O.R. Volume Book 184, Page 521, et seq. of Portage County Deed Records and the Drawings being recorded in Plat 97, Page 17, et seq. of Portage County Condominium Map Records and submitted Phase No. I of The Reserves of Aurora Condominium to the provisions of Chapter 5311 of the Ohio Revised Code (the "Act"); and

WHEREAS, Declarant, by First Amendment to the Declaration recorded on August 12, 1997 with the Portage County Recorder in O.R. Volume Book 221, Page 599 et seq. of Portage County Deed Records and the Drawings in Plat 97, Page 65 et seq. of Portage County Condominium Map Records, submitted Phase No. II of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Second Amendment to the Declaration recorded on October 20, 1997 with the Portage County Recorder in O.R. Volume Book 240, Page 37 et seq. of Portage County Deed Records and the Drawings in Plat 97, Page 89 et seq. of Portage County Condominium Map Records, submitted Phase No. III of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Third Amendment to the Declaration recorded on June 5, 1998 with the Portage County Recorder in O.R. Volume Book 277, Page 388 et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 39 et seq. of Portage County Condominium Map Records, submitted Phase No. IV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fourth Amendment to the Declaration recorded on July 14, 1998 with the Portage County Recorder in O.R. Volume Book 320, Page 665 et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 48 et seq. of Portage County

EXHIBIT 2

TO THIRTIETH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

NARRATIVE DESCRIPTION OF BUILDINGS AND UNITS

The Condominium Development is situated off of East Parkway Boulevard, a dedicated (or to be dedicated) public road running southeast off of Twinsburg-Warren Road (State Route 82) and West Pioneer Trail in the City of Aurora, County of Portage and State of Ohio. The Development is being expanded to include three (3) triplex Buildings containing three (3) Units each and two (2) "free-standing" single-family, detached Condominium Units designated as Unit Nos. 88 and 98. One (1) triplex Building contains Units designated Nos. 107, 108 and 109; one (1) triplex Building contains Units designated Nos. 110, 111 and 112 and one (1) triplex Building contains Units designated Nos. 113, 114, and 115. The eleven (11) Units being submitted are Unit Nos. 88, 98, 107, 108, 109, 110, 111, 112, 113, 114 and 115.

The Buildings are principally of conventional wood frame construction with drywall finish on the interior walls and vinyl siding and brick on the exterior walls. The roofs are fiberglass shingle. Unit Nos. 88 and 98 have basements; and Unit Nos. 107, 108, 109, 110, 111, 112, 113, 114 and 115 are constructed on concrete slab foundations. One (1) of the Units, Unit No. 98 is an "Arbor Hill" type Unit; one (1) of the Units, Unit No. 88, is a "Wood Bridge" type Unit, and eight (8) of the Units, Unit Nos. 107, 108, 109, 110, 111, 112, 113, and 114 are all "Creekside Townhome" type Units.

The "Arbor Hill" is a two-story Unit of Cape Cod design containing approximately 1,086 square feet of living area, exclusive of the garage, deck and/or basement. The first floor contains a living room with an adjacent deck, dining area, kitchen with a dinette, two bedrooms, two full baths, a laundry room and an attached two-car garage. The second floor contains a bedroom suite of approximately 350 square foot and a full bath.

The "Wood Bridge" is a one-story Unit of ranch design containing approximately 1,092 square feet of living area, exclusive of the garage, deck and/or basement. The first floor contains two bedrooms, two full baths, den/office, a living room with an adjacent deck, kitchen and an attached two-car garage.

The "Creekside Townhome" is a two-story Unit containing from approximately 1,083 square feet of living area (exclusive of the patio, deck and garage) to approximately 1,087 square feet of living area (exclusive of the patio or deck and garage areas, if any). The first level of Units 107, 108, 109, 110, 111, 112, 113, 114 and 115 contains an attached two car garage, a bedroom with storage area, a full bath and a wooden deck adjacent to the bedroom. The second level of Units 107, 108, 109, 110, 111, 112, 113, 114 and 115 contains a family room, dining room, kitchen with a breakfast bar, two bedrooms, two full baths and a laundry room.

Any inconsistencies between the narrative description of the Unit and/or Common Areas on the one hand and the "as constructed" Drawings on the other hand shall be resolved in favor of the "as constructed" Drawings.

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM PHASE
XXXI, PARCEL "D", OAK LAWN AREA
0.2978 ACRES**

Page 2

Thence South 81°19'50" East a distance of 173.97 feet to the principal place of beginning and containing 0.2978 acres of land according to the survey of February 2004 by Braun-Prenosil Associates, Inc., Gregory J. Chatham Professional Surveyor No. 7882, be the same more or less but subject to all legal highways and easements of record.

Bearings are to an assumed meridian and are used to denote angles only.

PART OF
03-04-00-00-001.000
3-22-04-TAX MAP DEPT. *JPD*
LEGAL DESCRIPTION
 SUFFICIENT DEFICIENT
 NO DIVISION OF LAND
(SEE PLAT)

1.778 A
0.789 A
11.115 A
0.298 A
BAL OF
-0-

TRANSFERRED 6.50
Sec. 319.54(F-2)
Sec. 319.202

MAR 23 2004 *J*

Janet B. Presto
PORTAGE COUNTY AUDITOR



**BRAUN-PRENOSIL
ASSOCIATES, INC.**

ENGINEERS, SURVEYORS & LAND PLANNING

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM PHASE
XXXI, PARCEL "D", OAK LAWN AREA
0.2978 ACRES**

Page 1

Situated in the City of Aurora, County of Portage and State of Ohio and known as being part of the Original Aurora Township Lot No. 11 and bounded and described as follows:

Beginning at the most Northerly corner of The Reserves of Aurora Phase XX, Parcel "B", as recorded in Plat Volume 2000-76, which point is also the intersection of a Southerly line of East Parkway Boulevard with the centerline of Oak Lawn Court; Thence along the centerline of said Oak Lawn Court the following courses and distances;

South $8^{\circ}49'37''$ West, a distance of 6.10 feet to a point of curvature;

Along a curve deflecting to the right, having a radius of 58.60 feet, a central angle of $74^{\circ}56'09''$, an arc of 76.64 feet, and a chord of 71.29 feet which bears South $46^{\circ}17'42''$ West, to a point of compound curve;

Along a curve deflecting to the right, having a radius of 525.34 feet, a central angle of $9^{\circ}54'51''$, an arc of 90.90 feet, and a chord of 90.79 feet which bears South $88^{\circ}43'12''$ West, to a point of compound curve;

Along a curve deflecting to the right, having a radius of 59.13 feet, a central angle of $73^{\circ}12'25''$, an arc of 75.55 feet, and a chord of 70.52 feet which bears North $49^{\circ}43'10''$ West, to a point of tangency;

North $13^{\circ}06'58''$ West, a distance of 37.41 feet to a point of curvature;

Along a curve deflecting to the right, having a radius of 50.00 feet, a central angle of $6^{\circ}38'04''$, an arc of 5.79 feet, a chord of 5.79 feet which bears North $9^{\circ}47'56''$ West to the Northwest corner of The Reserves of Aurora Phase XX, Parcel "A", as recorded in Plat Volume 2000-76, which is also a Southerly line of said East Parkway Boulevard;

Thence along a Southerly line of said East Parkway Boulevard along a curve deflecting to the right, having a radius of 570.00 feet, a central angle of $3^{\circ}29'47''$, an arc of 34.78 feet, and a chord of 34.78 feet which bears South $83^{\circ}04'44''$ East to a point of tangency;

EXHIBIT 1
(Continued)

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM
PHASE XXXI, PARCEL "C", CLUBHOUSE & REMAINING LANDS
11.1154 ACRES**

Page 3

South 78°40'58" West, a distance of 158.14 feet;

South 66°16'30" West, a distance of 63.60 feet;

South 41°30'19" West, a distance of 30.86 feet to the most Northerly corner of The Reserves of Aurora Phase IX, Parcel "B", as recorded in Plat Volume 1999-30;

Thence along the Northwesterly and Westerly lines of said Phase IX, Parcel "B", the following courses and distances:

South 46°52'45" West, a distance of 49.66 feet;

South 11°37'24" West, a distance of 81.72 feet;

South 20°01'03" East, a distance of 93.88 feet to a Northerly line of said East Parkway Boulevard;

Thence along Northerly and Northeasterly lines of said East Parkway Boulevard, the following courses and distances:

Along a curve deflecting to the right, having a radius of 290.00 feet, a central angle of 31°09'15", an arc of 157.69 feet, and a chord of 155.75 feet which bears South 85°33'35" West to a point of compound curvature;

Along a curve deflecting to the right, having a radius of 238.38 feet, a central angle of 36°15'59", an arc of 150.89 feet, and a chord of 148.38 feet which bears North 60°43'49" West to a point of tangency;

North 42°35'49" West, a distance of 75.73 feet

to the principal place of beginning and containing 11.1154 acres of land according to the survey of February 2004 by Braun-Prenosil Associates, Inc., Gregory J. Chatham Professional Surveyor No. 7882, be the same more or less but subject to all legal highways and easements of record.

Bearings are to an assumed meridian and are used to denote angles only.

EXHIBIT 1
(Continued)

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM
PHASE XXXI, PARCEL "C", CLUBHOUSE & REMAINING LANDS
11.1154 ACRES**

Page 2

Thence South $56^{\circ}14'01''$ West, along the Northerly line of said Phase XXII, Parcel "A", a distance of 52.66 feet to the most Northerly corner of The Reserves of Aurora Phase XXI, Parcel "A", as recorded in Plat Volume 2000-88;

Thence South $88^{\circ}29'10''$ West, along the Northerly line of said Phase XXI, Parcel "A", a distance of 55.01 feet to the most Northerly corner of The Reserves of Aurora Phase XXVI, Parcel "A", as recorded in Plat Volume 2002-41;

Thence along the Northerly and Westerly lines of said Phase XXVI, Parcel "A", the following courses and distances:

South $86^{\circ}26'27''$ West, a distance of 47.33 feet;

South $72^{\circ}48'44''$ West, a distance of 62.59 feet;

South $57^{\circ}06'53''$ West, a distance of 58.31 feet;

South $32^{\circ}35'05''$ West, a distance of 86.34 feet;

South $25^{\circ}02'37''$ East, a distance of 73.41 feet to a Northwesterly line of said East Parkway Boulevard;

Thence along a Northwesterly line of said East Parkway Boulevard, along a curve deflecting to the left, having a radius of 630.00 feet, a central angle of $15^{\circ}21'03''$, an arc of 168.79 feet, and a chord of 168.29 feet which bears South $57^{\circ}16'51''$ West to a point of tangency;

Thence South $49^{\circ}36'20''$ West, along a Northwesterly line of said East Parkway Boulevard, a distance of 84.05 feet to the most Easterly corner of The Reserves of Aurora Phase I, Parcel "A", as recorded in Plat Volume 1997-17;

Thence along the Northeasterly, Northerly and Northwesterly lines of said Phase I, Parcel "A", the following courses and distances:

North $40^{\circ}23'40''$ West, a distance of 79.39 feet;

North $75^{\circ}17'46''$ West, a distance of 46.79 feet;



**BRAUN-PRENOSIL
ASSOCIATES, INC.**

ENGINEERS, SURVEYORS & LAND PLANNING

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM PHASE
XXXI, PARCEL "C", CLUBHOUSE & REMAINING LANDS
11.1154 ACRES**

Page 1

Situated in the City of Aurora, County of Portage and State of Ohio and known as being part of the Original Aurora Township Lot No. 11 and bounded and described as follows:

Beginning at the centerline intersection of Twinsburg-Warren Road (S.R. 82, 60 feet wide), and East Parkway Boulevard (60 feet wide); Thence along the centerline of said East Parkway Boulevard South $42^{\circ}35'49''$ East, a distance of 60.01 feet;

Thence North $47^{\circ}24'11''$ East a distance of 40.00 feet to a Northeasterly line of said East Parkway Boulevard, the principal place of beginning;

Thence along a curve deflecting to the right, having a radius of 30.00 feet, a central angle of $90^{\circ}00'35''$, an arc of 47.13 feet, and a chord of 42.43 feet which bears North $2^{\circ}24'28''$ East, to a point of tangency on a Southeasterly line of said Twinsburg-Warren Road;

Thence North $47^{\circ}24'46''$ East, along a Southeasterly line of said Twinsburg-Warren Road a distance of 1354.07 feet to the Westerly line of land described in deed to Paul H. and Ruth E. Haven, as recorded in Volume 608, Page 255 of Portage County Deed Records;

Thence South $23^{\circ}21'50''$ East, along said Westerly line of said Haven land, a distance of 472.50 feet to the most Southerly corner thereof;

Thence North $66^{\circ}38'10''$ East, along the Southerly line of said Haven land, a distance of 239.41 feet to the most westerly corner of The Reserves of Aurora Phase XXV, Parcel "B", as recorded in Plat Volume 2002-29;

Thence South $23^{\circ}21'50''$ East along the Westerly line of said Phase XXV, Parcel "B", a distance of 123.12 feet to the most Northerly corner of The Reserves of Aurora Phase XXI, Parcel "B", as recorded in Plat Volume 2000-88;

Thence South $76^{\circ}04'05''$ West along a Northerly line of said Phase XXI, Parcel "B", a distance of 107.45 feet to the most Northerly corner of The Reserves of Aurora Phase XXVII, Parcel "A", as recorded in Plat Volume 2002-74;

Thence South $84^{\circ}10'28''$ West along a Northerly line of said Phase XXVII, Parcel "A", a distance of 188.60 feet to the most Northerly corner of The Reserves of Aurora Phase XXII, Parcel "A", as recorded in Plat Volume 2001-34;

EXHIBIT 1
(Continued)

S:\Land Projects\98801\Documents\Legal\Phase XXXI_C.doc

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM PHASE
XXXI, PARCEL "B", UNITS 88 & 98
0.7892 ACRES**

Page 2

Thence South $45^{\circ}32'30''$ West, along the Northwesterly line of said Phase XXX, Parcel "B", a distance of 50.00 feet to the most Westerly corner thereof, which is also the most Northerly corner of The Reserves of Aurora Phase XXIV, Parcel "B", as recorded in Plat Volume 2001-83;

Thence along the Northwesterly line of said Phase XXIV, Parcel "B", the following courses and distances:

South $55^{\circ}36'32''$ West, a distance of 120.35 feet;

South $49^{\circ}58'28''$ West, a distance of 48.68 feet;

South $73^{\circ}27'49''$ West a distance of 50.74 feet to the most Westerly corner thereof, which is also the most Southerly corner of The Reserves of Aurora Phase XX, Parcel "B", as recorded in Plat Volume 2000-76;

Thence North $21^{\circ}52'06''$ East, along the Southeasterly line of said Phase XX, Parcel "B", a distance of 55.40 feet to the most Easterly corner thereof;

Thence North $54^{\circ}13'27''$ West, along the Northeasterly line of said Phase XX, Parcel "B", a distance of 129.00 feet to the most Northerly corner thereof, which is also on a Southerly line of said East Parkway Boulevard;

Thence South $81^{\circ}19'50''$ East along a Southerly line of said East Parkway Boulevard, a distance of 13.88 feet to a point of curvature;

Thence along a Southeasterly line of said East Parkway Boulevard along a curve deflecting to the left, having a radius of 230.00 feet, a central angle of $55^{\circ}18'25''$, an arc of 222.02 feet, and a chord of 213.50 feet which bears North $71^{\circ}00'57''$ East, to the principal place of beginning and containing 0.7892 acres of land according to the survey of February 2004 by Braun-Prenosil Associates, Inc., Gregory J. Chatham Professional Surveyor No. 7882, be the same more or less but subject to all legal highways and easements of record.

Bearings are to an assumed meridian and are used to denote angles only.

EXHIBIT 1
(Continued)



**BRAUN-PRENOSIL
ASSOCIATES, INC.**

ENGINEERS, SURVEYORS & LAND PLANNING

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM PHASE
XXXI, PARCEL "B", UNITS 88 & 98
0.7892 ACRES**

Page 1

Situated in the City of Aurora, County of Portage and State of Ohio and known as being part of the Original Aurora Township Lot No. 11 and bounded and described as follows:

Beginning at the centerline intersection of Bissell Road (50 feet wide), and East Parkway Boulevard (60 feet wide); Thence along the centerline of said East Parkway Boulevard the following courses and distances;

North $87^{\circ}59'36''$ West, a distance of 100.17 feet to a point curvature;

Along a curve deflecting to the left, having a radius of 200.00 feet, a central angle of $90^{\circ}00'00''$, an arc of 314.16 feet, and a chord of 282.84 feet which bears South $47^{\circ}00'24''$ West, to a point of tangency;

South $02^{\circ}00'24''$ West, a distance of 120.70 feet to a point of curvature;

Along a curve deflecting to the right, having a radius of 200.00 feet, a central angle of $41^{\circ}21'21''$, an arc of 144.36 feet, a chord of 141.25 feet which bears South $22^{\circ}41'04''$ West to the centerline intersection of Shadow Brook Circle;

Thence South $46^{\circ}38'15''$ East, along the centerline of said Shadow Brook Circle, a distance of 30.00 feet to the Southeasterly line of said East Parkway Boulevard, the principal place of beginning;

Thence along a Southeasterly line of said East Parkway Boulevard along a curve deflecting to the left, having a radius of 230.00 feet, a central angle of $25^{\circ}32'11''$, an arc of 102.51 feet, and a chord of 101.66 feet which bears North $30^{\circ}35'39''$ East to the most Westerly corner of The Reserves of Aurora Phase XXIII, Parcel "B", as recorded in Plat Volume 2001-39;

Thence South $72^{\circ}10'26''$ East, along the Southerly line of said Phase XXIII, Parcel "B", a distance of 123.37 feet to the most Northerly corner of The Reserves of Aurora Phase XXX, Parcel "B", as recorded in Plat Volume 2003-97;

Thence South $39^{\circ}59'33''$ West, along the Northwesterly line of said Phase XXX, Parcel "B", a distance of 124.25 feet;

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM
PHASE XXXI, PARCEL "A", UNITS 107-115
1.7777 ACRES**

Page 2

South $37^{\circ}55'58''$ East, a distance of 111.50 feet to the centerline of said Elm Creek Way;

Thence along the centerline of said Elm Creek Way the following courses and distances:

Along a curve deflecting to the right, having a radius of 32.00 feet, a central angle of $77^{\circ}48'22''$, an arc of 43.46 feet, and a chord of 40.19 feet which bears South $87^{\circ}54'37''$ East to a point of tangency;

South $49^{\circ}00'25''$ East, a distance of 57.24 feet to a point of curvature;

Along a curve deflecting to the right, having a radius of 39.00 feet, a central angle of $132^{\circ}28'12''$, an arc of 90.17 feet, and a chord of 71.39 feet which bears South $17^{\circ}13'40''$ West;

South $6^{\circ}32'14''$ East, a distance of 11.00 feet to a point of curvature;

Along a curve deflecting to the left, having a radius of 255.70 feet, a central angle of $12^{\circ}53'05''$, an arc of 57.50 feet, and a chord of 57.38 feet which bears South $12^{\circ}58'47''$ East

to the principal place of beginning and containing 1.7777 acres of land according to the survey of February 2004 by Braun-Prenosil Associates, Inc., Gregory J. Chatham Professional Surveyor No. 7882, be the same more or less but subject to all legal highways and easements of record.

Bearings are to an assumed meridian and are used to denote angles only.



**BRAUN-PRENOSIL
ASSOCIATES, INC.**

ENGINEERS, SURVEYORS & LAND PLANNING

**LEGAL DESCRIPTION OF THE RESERVES OF AURORA CONDOMINIUM PHASE
XXXI, PARCEL "A", UNITS 107-115
1.7777 ACRES**

Page 1

Situated in the City of Aurora, County of Portage and State of Ohio and known as being part of the Original Aurora Township Lot No. 11 and bounded and described as follows:

Beginning at the centerline intersection of Bissell Road (50 feet wide), and East Parkway Boulevard (60 feet wide); Thence along the centerline of said East Parkway Boulevard the following courses and distances:

North $87^{\circ}59'36''$ West, a distance of 100.17 feet to a point curvature;

Along a curve deflecting to the left, having a radius of 200.00 feet, a central angle of $30^{\circ}12'26''$, an arc of 105.44 feet, and a chord of 104.23 feet which bears South $76^{\circ}54'11''$ West, to the intersection of Elm Creek Way;

Thence along the centerline of said Elm Creek Way, along a curve deflecting to the right, having a radius of 255.70 feet, a central angle of $6^{\circ}45'08''$, an arc of 30.13 feet, and a chord of 30.12 feet which bears North $22^{\circ}47'53''$ West to a Northwest line of said East Parkway Boulevard, the principal place of beginning;

Thence along the Northwesterly line of said East Parkway Boulevard along a curve deflecting to the left, having a radius of 230.00 feet, a central angle of $39^{\circ}13'53''$, an arc of 157.48 feet, and a chord of 154.43 feet which bears South $42^{\circ}53'28''$ West, to the most Easterly corner of The Reserves of Aurora Phase XXV, Parcel "B", as recorded in Plat Volume 2002-29;

Thence North $66^{\circ}43'29''$ West along the Northeasterly line of said Phase XXV, Parcel "B", a distance of 127.36 feet to the most Easterly corner of land described in deed to Paul H. and Ruth E. Haven, as recorded in Volume 608, Page 255 of Portage County Deed Records;

Thence North $23^{\circ}21'50''$ West, along the East line of said Haven land, a distance of 267.56 feet to a Southerly corner of The Reserves of Aurora Phase XXX, Parcel "C", as recorded in Plat Volume 2003-97;

Thence along the Southerly line of said Phase XXX, Parcel "C" the following courses and distances:

North $66^{\circ}38'10''$ East, a distance of 199.67 feet;

EXHIBIT A

TO THIRTIETH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

REFERENCE TO ALLOTTED DRAWINGS

The particulars of the land, Buildings and other improvements for Phase No. XXXI, including, but not limited to, the layout, location, designation, dimensions of the Units, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Allotted Drawings incorporated in the Thirtieth Amendment to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium, by reference as Exhibit "A", prepared and bearing the certified statements of Braun-Prensil Associates, Inc., 4640 Richmond Road, Suite 100, Warrensville Heights, Ohio 44128 and George J. Kontogiannis and Associates, Registered Architects, 400 South Seventh Street, Suite 400, Columbus, Ohio 43215-5492, as required by the Condominium Act of the State of Ohio. Such set of Allotted Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Portage County, Ohio, simultaneously with the recording of the Thirtieth Amendment.

The said Reserves of Aurora Condominium, Ltd., as Declarant, as aforesaid, has caused its name to be signed hereto as of this 27th day of February, 2004.

RESERVES OF AURORA CONDOMINIUM,
LTD., an Ohio limited liability company

By: [Signature]
Dean Ganzhorn, Managing Member

STATE OF OHIO)
) SS.
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Reserves of Aurora Condominium, Ltd., an Ohio limited liability company, by Dean Ganzhorn, its Managing Member, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was his free act and deed both individually and as such Managing Member of the Company and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 27th day of February, 2004.

[Signature]
NOTARY PUBLIC
My Commission Expires: May 2, 2005

replacement reserve funds), nor (b) have or be subjected to any liability for expenses arising with respect to the Condominium Property prior to the filing of this Thirtieth Amendment.

9. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Condominium Ownership Interests that have been declared but are not yet sold and conveyed to a Purchaser in good faith for value, including, without limitation, the obligation to pay Common Expenses attaching to such interests from the date the amendment to the Declaration creating such interests is filed for record.

10. Pursuant to Paragraph 6(c) of Master Declaration of Covenants, Conditions, Restrictions and Easements for the Reserves of Aurora, Aurora, Portage County, Ohio, recorded on March 28, 1997 in O.R. Volume Book 184, Pages 500, et seq. of Portage County Records ("Master Declaration"), the entire "Property" as defined in the Master Declaration has been developed as a single condominium development known as The Reserves of Aurora Condominium. Since the Property has been developed as a single condominium development, the Master Declaration and Master Code (as defined in the Master Declaration) are hereby null and void, and the functions and duties of the Master Association referred to in the Master Declaration, including the maintenance, repair and replacement of the Common Areas (as defined in the Master Declaration) shall be performed by The Reserves of Aurora Condominium Owners' Association, Inc. pursuant to the Declaration and Bylaws of the Condominium Association.

11. Except as amended herein, the Declaration thereto shall remain in full force and effect.

12. Consent to this Thirtieth Amendment is hereby exercised by Declarant on behalf of the Unit Owners and their mortgagees pursuant to Articles XI and XII of the Declaration.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

2. The legal description of Parcel No. 1 set forth in *Exhibit "1"* of the Declaration is amended to include the real property for Phase No. XXXI of The Reserves of Aurora Condominium, the legal description for Phase No. XXXI being described in *Exhibit 1* attached hereto and made a part hereof, which describes the remainder of the Additional Property described in the Twenty-Ninth Amendment.

3. The legal description of the Additional Property set forth in *Exhibit "2"* of the Declaration is amended by the deletion therefrom of the real property described in *Exhibit 1* hereof. Since this Thirtieth Amendment declares the entire residue of the Additional Property, there is no remaining Additional Property.

4. In the first paragraph of Article II of the Declaration and in Article II (A) of the Declaration the number of Units referred to therein is increased from one hundred fifteen (115) to one hundred twenty six (126) Units. Narrative descriptions of the Buildings and Units for Phase No. XXXI are set forth in *Exhibit 2* attached hereto and made a part hereof.

5. The percentage or fractional interest of each Unit in the Common Areas and Facilities as set forth in *Exhibit "E"* of the Declaration is amended to be as set forth in *Exhibit 3* attached hereto and made a part hereof.

6. The particulars of the land, Buildings and other improvements for Phase No. XXXI including, but not limited to, the layout, location, designation, dimensions of the Units, the layout, locations and dimensions of the Common Areas and Facilities and the layout, location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Phase No. XXXI Allotted Drawings incorporated in this Thirtieth Amendment to Declaration of Condominium Ownership for The Reserves of Aurora Condominium ("Thirtieth Amendment"), by reference as *Exhibit A*, prepared and bearing the certified statements of Braun-Prenosil Associates, Inc., 4640 Richmond Road, Suite 100, Warrensville Heights, Ohio 44128 and George J. Kontogiannis and Associates, Registered Architects, 400 South Seventh Street, Suite 400, Columbus, Ohio 43215-5492, as required by the Condominium Act of the State of Ohio. The Phase No. XXXI Allotted Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Portage County, Ohio, simultaneously with the filing of this Thirtieth Amendment.

7. Article XIX(C) of the Declaration is amended to provide that the two (2) year warranty period for Phase No. XXXI shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in Phase No. XXXI to a Purchaser in good faith for value.

8. No owner of a Unit which was not included in Phase Nos. I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII and XXIX shall: (a) have or obtain any interest in funds collected by the Association from the owners of Units included in Phase Nos. I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII and XXIX prior to the filing of this Thirtieth Amendment (except

Condominium Map Records, submitted Phase No. XXVII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Seventh Amendment to the Declaration recorded on January 15, 2003 as Instrument No. 200301763 of Portage County Deed Records, and the Drawings in Plat Volume 2003, Pages 05 et seq. of Portage County Condominium Map Records, submitted Phase No. XXVIII of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Eighth Amendment to the Declaration recorded on April 29, 2003 as Instrument No. 200315381 of Portage County Deed Records, and the Drawings in Plat Volume 2003-22, et seq. of Portage County Condominium Map Records, submitted Phase No. XXIX of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Ninth Amendment to the Declaration ("Twenty-Ninth Amendment") recorded on November 13, 2003 as Instrument No. 200343592 of Portage County Deed Records, and the Drawings in Plat Volume 2003-97, et seq. of Portage County Condominium Map Records, submitted Phase No. XXX of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, under the Declaration the right was reserved by Declarant to add to the Condominium Property phases and the improvements thereon and all easements, rights and appurtenances thereto and all articles of personal property existing for the common use of the Unit Owners; and

WHEREAS, Declarant is the legal title holder of and desires to add to the Condominium Property and to submit to said Chapter 5311 of the Ohio Revised Code, as Additional Property pursuant to Articles XI and XII of the Declaration, the real property designated herein as Phase No. XXXI of The Reserves of Aurora Condominium which is improved with three (3) triplex Building containing three (3) Units each and two (2) free-standing, single-family detached Units for a total of eleven (11) Units.

NOW, THEREFORE, Declarant, pursuant to the authority of Articles XI and XII of the Declaration hereby declares that the Declaration be and 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. The Phase No. XXXI property and the improvements thereon, and all easements, rights and appurtenances thereto and all articles of personal property existing for the common use of the Unit Owners are hereby added to the Condominium Property as defined in Article I of the Declaration, and are also hereby submitted to the Act as a part of the Condominium Property in accordance with and to be governed in all respects by the terms and provisions of the Declaration as hereinbefore, hereby and hereinafter amended.

Condominium Map Records, submitted Phase No. XX of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by First Special Amendment to the Declaration recorded on November 21, 2000 with the Portage County Recorder in O.R. Volume Book 584, Page 0030 of Portage County Deed Records, corrected the address of Unit No. 10 in Building No. 10; and

WHEREAS, Declarant, by Twentieth Amendment to the Declaration recorded on December 15, 2000 with the Portage County Recorder in O.R. Volume 590, Page 384 of Portage County Deed Records and the Drawings in Plat Volume 2000-88 of Portage County Condominium Map Records, submitted Phase No. XXI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-First Amendment to the Declaration recorded on May 9, 2001 with the Portage County Recorder at Instrument No. 200111609 of Portage County Deed Records and the Drawings in Plat Volume 2001-34 of Portage County Condominium Map Records, submitted Phase No. XXII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Second Amendment to the Declaration recorded on May 22, 2001 with the Portage County Recorder at Instrument No. 200113059 of Portage County Deed Records and the Drawings in the Plat Volume 2001-39 of Portage County Condominium Map Records, submitted Phase No. XXIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Third Amendment to the Declaration recorded on September 10, 2001 with the Portage County Recorder at Instrument No. 200124777 of Portage County Deed Records and the Drawings in the Plat Volume 2001-83 of Portage County Condominium Map Records, submitted Phase No. XXIV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Fourth Amendment to the Declaration recorded on March 14, 2002 with the Portage County Recorder at Instrument No. 200208134 of Portage County Deed Records and the Drawings in the Plat Volume 2002-20 of Portage County Condominium Map Records, submitted Phase No. XXV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Fifth Amendment to the Declaration recorded on May 14, 2002, with the Portage County Recorder as Instrument No. 200215177 of Portage County Deed Records and the Drawings in Plat Volume 2002-41 of Portage County Condominium Map Records, submitted Phase No. XXVI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Sixth Amendment to the Declaration recorded on September 10, 2002, with the Portage County Recorder at Instrument No. 200227578 of Portage County Deed Records and the Drawings in Plat Volume 2002 Page 74 of Portage County

WHEREAS, Declarant, by Twelfth Amendment to the Declaration also recorded on December 13, 1999 with the Portage County Recorder in O.R. Volume Book 490, Page 482, et seq. of Portage County Records and the Drawings in Plat 99, Page 104, et seq. of Portage County Condominium Map Records, submitted Phase No. XIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Thirteenth Amendment to the Declaration recorded on February 29, 2000 with the Portage County Recorder in O.R. Volume Book 509, Page 989, et seq. of Portage County Records and the Drawings in Plat Volume 2000-10 of Portage County Condominium Map Records, submitted Phase No. XIV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fourteenth Amendment to the Declaration recorded on March 22, 2000 with the Portage County Recorder in O.R. Volume Book 515, Page 670, et seq. of Portage County Records and the Drawings in Plat Volume 2000-15 of Portage County Condominium Map Records, submitted Phase No. XV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fifteenth Amendment to the Declaration recorded on May 9, 2000 with the Portage County Recorder in O.R. Volume Book 529, Page 618, et seq. of Portage County Records and the Drawings in Plat Volume 2000-28 of Portage County Condominium Map Records, submitted Phase No. XVI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Sixteenth Amendment to the Declaration recorded on May 24, 2000 with the Portage County Recorder in O.R. Volume Book 534, Page 74, et seq. of Portage County Records and the Drawings in Plat Volume 2000-35 of Portage County Condominium Map Records, submitted Phase No. XVII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Seventeenth Amendment to the Declaration recorded on July 31, 2000 with the Portage County Recorder in O.R. Volume Book 552, Page 360, et seq. of Portage County Records and the Drawings in Plat Volume 2000-52 of Portage County Condominium Map Records, submitted Phase No. XVIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant by Eighteenth Amendment to the Declaration recorded on September 21, 2000 with the Portage County Recorder as Instrument No. 200020568 of Portage County Deed Records and the Drawings in Plat Volume 2000-64 of Portage County Condominium Map Records, submitted Phase No. XIX of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Nineteenth Amendment to the Declaration recorded on October 24, 2000 with the Portage County Recorder as Instrument No. 200023089 of Portage County Deed Records and the Drawings in Plat Volume 2000-76 of Portage County

Condominium Map Records, submitted Phase No. V of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fifth Amendment to the Declaration recorded on August 19, 1998 with the Portage County Recorder in O.R. Volume Book 332, Page 933, et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 66 et seq. of Portage County Condominium Map Records, submitted Phase No. VI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Sixth Amendment to the Declaration recorded on November 4, 1998 with the Portage County Recorder in O.R. Volume Book 593, Page 240 et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 85 et seq. of Portage County Condominium Map Records, submitted Phase No. VII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Seventh Amendment to the Declaration recorded on March 31, 1999 with the Portage County Recorder in O.R. Volume Book 408, Page 678 et seq. of Portage County Deed Records and the Drawings in Plat 99, Page 24 et seq. of Portage County Condominium Map Records, submitted Phase No. VIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Eighth Amendment to the Declaration recorded on April 20, 1999 with the Portage County Recorder in O.R. Volume Book 415, Page 677 et seq. of Portage County Deed Records and the Drawings in Plat 99, Page 30 et seq. of Portage County Condominium Map Records, submitted Phase No. IX of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Ninth Amendment to the Declaration recorded on June 23, 1999 with the Portage County Recorder in O.R. Volume Book 438, Page 431 et seq. of Portage County Deed Records and the Drawings in Plat 99, Page 47 et seq. of Portage County Condominium Map Records, submitted Phase No. X of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Tenth Amendment to the Declaration recorded on October 27, 1999 with the Portage County Recorder at Document No. 99 30112 of Portage County Records and the Drawings in Plat 99, Page 83, et seq. of Portage County Condominium Map Records, submitted Phase No. XI of The Reserves of Aurora Condominium to the provisions of Chapter 5311 of the Act; and

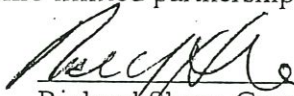
WHEREAS, Declarant, by Eleventh Amendment to the Declaration recorded on December 13, 1999 with the Portage County Recorder in O.R. Volume Book 490, Page 469 et seq. of Portage County Records and the Drawings in Plat 99, Page 103, et seq. of Portage County Condominium Map Records, submitted Phase No. XII of The Reserves of Aurora Condominium to the provisions of the Act; and

CONSENT OF MORTGAGEE TO THIRTIETH AMENDMENT TO DECLARATION
OF
CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

The undersigned, **RJS PROPERTIES, LTD.**, an Ohio limited partnership, is mortgagee of premises described in the within Thirtieth Amendment to Declaration of Condominium Ownership for The Reserves of Aurora Condominium, Aurora, Ohio, by virtue of a mortgage recorded on July 19, 1995 in Volume 39, Page 463 of Portage County Records ("Mortgage").

The undersigned hereby consents to the execution and delivery of the foregoing Thirtieth Amendment to Declaration of Condominium Ownership, with the Drawings and other exhibits attached thereto ("Condominium Documents"), and to the filing thereof in the Office of the County Recorder of Portage County, Ohio, and further subjects and subordinates the Mortgage to the Condominium Documents, and to the provisions of Chapter 5311 of the Ohio Revised Code.

RJS PROPERTIES, LTD.,
an Ohio limited partnership

By: 
Richard Shaw, General Partner

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named RJS PROPERTIES, LTD., by Richard Shaw, its General Partner, and who, having been first duly sworn acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such General Partner and the free act and deed of the said Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Aurora, Ohio, this 4th day of March, 2004.


NOTARY PUBLIC
My Commission Expires: May 2, 2005

RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN, a legal professional association.
2600 ERIEVIEW TOWER
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TEL: (216) 696-3311

JENNIFER SCHWARZWALDER
Notary Public - STATE OF OHIO
Resident Lake County
My Commission Expires May 2, 2005

CONSENT OF MORTGAGEE TO THIRTIETH AMENDMENT TO DECLARATION
OF
CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

The undersigned, **THE FIFTH THIRD BANK**, is mortgagee of premises described in the within Thirtieth Amendment to Declaration of Condominium Ownership for The Reserves of Aurora Condominium, Aurora, Ohio, by virtue of a mortgage recorded on July 19, 1995 in Volume 39, Page 531 of Portage County Records ("Mortgage").

The undersigned hereby consents to the execution and delivery of the foregoing Thirtieth Amendment to Declaration of Condominium Ownership, with the Drawings and other exhibits thereto ("Condominium Documents"), and to the filing thereof in the Office of the County Recorder of Portage County, Ohio, and further subjects and subordinates the Mortgage to the Condominium Documents, and to the provisions of Chapter 5311 of the Ohio Revised Code.

~~THE FIFTH THIRD BANK~~

By: [Signature]
Print Name: Timothy M. Brown
Title: V.P.

By: [Signature]
Print Name: LOUIS SALA
Title: CRE OFFICER

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named **THE FIFTH THIRD BANK**, by TIMOTHY BROWN, its VICE PRES., and by LOUIS SALA, its CRE OFFICER, who, having been duly sworn acknowledged that he did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of the said Corporation.

CLEVELAND IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 27th day of Feb., 2004.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN a legal professional association.
2600 ERIEVIEW TOWER
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TEL: (216) 696-3311

DIANE J. RUSSELL
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Jan. 6, 2005

THIRD SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

THE RESERVES OF AURORA CONDOMINIUM ✓

AURORA, OHIO

CORRECTING THE SQUARE FOOTAGES OF UNIT NOS. 30, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 AND 126 RESULTING IN THE CORRECTION OF THE PERCENTAGE OF OWNERSHIP INTERESTS OF ALL UNITS IDENTIFIED IN "EXHIBIT 2" OF SECOND SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

AND

SETTING FORTH A SPECIAL AMENDMENT TO THE DECLARATION WITH RESPECT TO THE USE OF DEPOSITS AND DOWN PAYMENTS PURSUANT TO AMENDED OHIO REVISED CODE SECTION 5311.25(A), EFFECTIVE JULY 20, 2004

Revere Title - Summit County

Order #: accm

Escrow #: dm

This will certify that copies of this Third Special Amendment to Declaration of Condominium Ownership for The Reserves of Aurora Condominium have been filed in the office of the County Auditor, Portage County, Ohio.

Beth

LINDA FANKHAUSER
PORTAGE CO. RECORDER

200429449

04 OCT 22

Date: OCT 22 2004, 2004

Portage County Auditor

RECEIVED FOR RECORD
AT 15:29:14
FEE 160.00

By: *Janet*
Deputy Auditor

THIS INSTRUMENT PREPARED BY:

RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN, LPA
2600 ERIEVIEW TOWER
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TELEPHONE: (216) 696-3311

INDEXED

**NO TRANSFER
REQUIRED
JANET ESPOSITO
AUDITOR**

THIRD SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

THE RESERVES OF AURORA CONDOMINIUM

AURORA, OHIO

CORRECTING THE SQUARE FOOTAGES OF UNIT NOS. 30, 107, 108, 109, 110,
111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 AND 126
RESULTING IN THE CORRECTION OF THE PERCENTAGE OF
OWNERSHIP INTERESTS OF ALL UNITS IDENTIFIED IN "EXHIBIT 2" OF SECOND
SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND
SETTING FORTH A SPECIAL AMENDMENT TO THE DECLARATION
WITH RESPECT TO THE USE OF DEPOSITS AND DOWN PAYMENTS
PURSUANT TO AMENDED OHIO REVISED CODE SECTION 5311.25(A),
EFFECTIVE JULY 20, 2004

WHEREAS, Reserves of Aurora Condominium, Ltd., an Ohio limited liability company, hereinafter referred to as "Declarant", filed for record the Declaration of Condominium Ownership ("Declaration") with the Bylaws attached thereto, and Drawings incorporated by reference therein, on March 28, 1997, with the Portage County Recorder, the Declaration being recorded in O.R. Volume Book 184, Page 521, et seq. of Portage County Deed Records and the Drawings being recorded in Plat 97, Page 17, et seq. of Portage County Condominium Map Records and thereby submitted Phase No. I of The Reserves of Aurora Condominium to the provisions of Chapter 5311 of the Ohio Revised Code (the "Act"); and

WHEREAS, Declarant, by First Amendment to Declaration recorded on August 12, 1997 with the Portage County Recorder in O.R. Volume Book 221, Page 599 et seq. of Portage County Deed Records and the Drawings in Plat 97, Page 65 et seq. of Portage County Condominium Map Records, submitted Phase No. II of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Second Amendment to Declaration recorded on October 20, 1997 with the Portage County Recorder in O.R. Volume Book 240, Page 37 et seq. of Portage County Deed Records and the Drawings in Plat 97, Page 89 et seq. of Portage County Condominium Map Records, submitted Phase No. III of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Third Amendment to Declaration recorded on June 5, 1998 with the Portage County Recorder in O.R. Volume Book 277, Page 388 et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 39 et seq. of Portage County Condominium Map Records, submitted Phase No. IV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fourth Amendment to Declaration recorded on July

14, 1998 with the Portage County Recorder in O.R. Volume Book 320, Page 665 et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 48 et seq. of Portage County Condominium Map Records, submitted Phase No. V of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fifth Amendment to Declaration recorded on August 19, 1998 with the Portage County Recorder in O.R. Volume Book 332, Page 933, et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 66 et seq. of Portage County Condominium Map Records, submitted Phase No. VI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Sixth Amendment to Declaration recorded on November 4, 1998 with the Portage County Recorder in O.R. Volume Book 593, Page 240 et seq. of Portage County Deed Records and the Drawings in Plat 98, Page 85 et seq. of Portage County Condominium Map Records, submitted Phase No. VII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Seventh Amendment to Declaration recorded on March 31, 1999 with the Portage County Recorder in O.R. Volume Book 408, Page 678 et seq. of Portage County Deed Records and the Drawings in Plat 99, Page 24 et seq. of Portage County Condominium Map Records, submitted Phase No. VIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Eighth Amendment to Declaration recorded on April 20, 1999 with the Portage County Recorder in O.R. Volume Book 415, Page 677 et seq. of Portage County Deed Records and the Drawings in Plat 99, Page 30 et seq. of Portage County Condominium Map Records, submitted Phase No. IX of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Ninth Amendment to Declaration recorded on June 23, 1999 with the Portage County Recorder in O.R. Volume Book 438, Page 431 et seq. of Portage County Deed Records and the Drawings in Plat 99, Page 47 et seq. of Portage County Condominium Map Records, submitted Phase No. X of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Tenth Amendment to Declaration recorded on October 27, 1999 with the Portage County Recorder at Document No. 99 30112 of Portage County Records and the Drawings in Plat 99, Page 83, et seq. of Portage County Condominium Map Records, submitted Phase No. XI of The Reserves of Aurora Condominium to the provisions of the Act;

WHEREAS, Declarant, by Eleventh Amendment to Declaration recorded on December 13, 1999 with the Portage County Recorder in O.R. Volume Book 490, Page 469 et seq. of Portage County Records and the Drawings in Plat 99, Page 103, et seq. of Portage County Condominium Map Records, submitted Phase No. XII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twelfth Amendment to Declaration also recorded on December 13, 1999 with the Portage County Recorder in O.R. Volume Book 490, Page 482, et seq. of Portage County Records and the Drawings in Plat 99, Page 104, et seq. of Portage County Condominium Map Records, submitted Phase No. XIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Thirteenth Amendment to Declaration ("Thirteenth Amendment") recorded on February 29, 2000 with the Portage County Recorder in O.R. Volume Book 509, Page 989, et seq. of Portage County Records and the Drawings in Plat Volume 2000-10 of Portage County Condominium Map Records, submitted Phase No. XIV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fourteenth Amendment to Declaration recorded on March 22, 2000 with the Portage County Recorder in O.R. Volume Book 515, Page 670, et seq. of Portage County Records and the Drawings in Plat Volume 2000-15 of Portage County Condominium Map Records, submitted Phase No. XV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Fifteenth Amendment to Declaration recorded on May 9, 2000 with the Portage County Recorder in O.R. Volume Book 529, Page 618, et seq. of Portage County Records and the Drawings in Plat Volume 2000-28 of Portage County Condominium Map Records, submitted Phase No. XVI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Sixteenth Amendment to Declaration recorded on May 24, 2000 with the Portage County Recorder in O.R. Volume Book 534, Page 74, et seq. of Portage County Records and the Drawings in Plat Volume 2000-35 of Portage County Condominium Map Records, submitted Phase No. XVII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Seventeenth Amendment to Declaration recorded on July 31, 2000 with the Portage County Recorder in O.R. Volume Book 552, Page 360, et seq. of Portage County Records and the Drawings in Plat Volume 2000-52 of Portage County Condominium Map Records, submitted Phase No. XVIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant by Eighteenth Amendment to Declaration recorded on September 21, 2000 with the Portage County Recorder as Instrument No. 200020568 of Portage County Deed Records and the Drawings in Plat Volume 2000-64 of Portage County Condominium Map Records, submitted Phase No. XIX of The Reserves of Aurora Condominium to the provisions of Chapter 5311 of the Act; and

WHEREAS, Declarant by Nineteenth Amendment to Declaration recorded on October 24, 2000 with the Portage County Recorder as Instrument No. 200023089 of Portage County Deed Records and the Drawings in Plat Volume 2000-76 of Portage

County Condominium Map Records, submitted Phase No. XX of The Reserves of Aurora Condominium to the provisions of Chapter 5311 of the Act; and

WHEREAS, Declarant, by First Special Amendment to Declaration recorded on November 21, 2000 with the Portage County Recorder in O.R. Volume Book 584, Page 0030 of Portage County Deed Records, corrected the address of Unit No. 10 in Building No. 10; and

WHEREAS, Declarant, by Twentieth Amendment to Declaration recorded on December 15, 2000 with the Portage County Recorder in O.R. Volume 590, Page 384 of Portage County Deed Records and the Drawings in Plat Volume 2000-88 of Portage County Condominium Map Records, submitted Phase No. XXI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-First Amendment to Declaration recorded on May 9, 2001 with the Portage County Recorder at Instrument No. 200111609 of Portage County Deed Records and the Drawings in Plat Volume 2001-34 of Portage County Condominium Map Records, submitted Phase No. XXII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Second Amendment to Declaration recorded on May 22, 2001 with the Portage County Recorder at Instrument No. 200113059 of Portage County Deed Records and the Drawings in the Plat Volume 2001-39 of Portage County Condominium Map Records, submitted Phase No. XXIII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Third Amendment to Declaration recorded on September 10, 2001 with the Portage County Recorder at Instrument No. 200124777 of Portage County Deed Records and the Drawings in the Plat Volume 2001-83 of Portage County Condominium Map Records, submitted Phase No. XXIV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Fourth Amendment to Declaration recorded on March 14, 2002 with the Portage County Recorder at Instrument No. 200208134 of Portage County Deed Records and the Drawings in the Plat Volume 2002-20 of Portage County Condominium Map Records, submitted Phase No. XXV of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Fifth Amendment to Declaration recorded on May 14, 2002, with the Portage County Recorder as Instrument No. 200215177 of Portage County Deed Records and the Drawings in Plat Volume 2002-41 of Portage County Condominium Map Records, submitted Phase No. XXVI of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by the Twenty-Sixth Amendment to Declaration recorded on September 10, 2002, with the Portage County Recorder at Instrument No. 200227578

of Portage County Deed Records and the Drawings in Plat Volume 2002 Page 74 of Portage County Condominium Map Records, submitted Phase No. XXVII of The Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Seventh Amendment to Declaration recorded on January 15, 2003 as Instrument No. 200301763 of Portage County Deed Records, and the Drawings in Plat Volume 2003, Pages 05 et seq. of Portage County Condominium Map Records, submitted Phase No. XXVIII of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Eighth Amendment to Declaration ("Twenty-Eighth Amendment") recorded on April 29, 2003 as Instrument No. 200315381 of Portage County Deed Records, and the Drawings in Plat Volume 2003-22, et seq. of Portage County Condominium Map Records, submitted Phase No. XXIX of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Twenty-Ninth Amendment to Declaration ("Twenty-Ninth Amendment") recorded on November 13, 2003 as Instrument No. 200343592 of Portage County Deed Records, and the Drawings in Plat Volume 2003-97, et seq. of Portage County Condominium Map Records, submitted Phase No. XXX of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Thirtieth Amendment to Declaration ("Thirtieth Amendment") recorded on March 23, 2004 as Instrument No. 200407551 and re-recorded on April 12, 2004 as Instrument No. 200409870 of Portage County Deed Records, and the Drawings in Plat Volume 2004-21, et seq. of Portage County Condominium Map Records, submitted Phase No. XXX of the Reserves of Aurora Condominium to the provisions of the Act; and

WHEREAS, Declarant, by Second Special Amendment to Declaration ("Second Special Amendment") recorded on June 25, 2004 as Instrument No. 200418040, corrected the square footages of Unit Nos. 88 and 98 resulting in the correction of percentage of ownership interests of all units and correcting corresponding unit addresses for Unit No. 107, 108, 109, 110, 111, 112, 113, 114 and 115; and

WHEREAS, the State of Ohio recently enacted substantial amendments to the Ohio condominium statute (Chapter 5311 of the Ohio Revised Code) which became effective on July 20, 2004 (the "Amended Statute"). Pursuant to of Article XII (B)(3) of the Declaration, the Declarant was reserved the right to amend the Declaration to bring this Declaration in compliance with the Act and more particularly, Declarant desires to amend Section (A) of Article XXI of the Declaration to bring the same into compliance with the Amended Statute; and

WHEREAS, under Article XII(B) of the Declaration, the right was reserved by the Declarant to file a Special Amendment to the Declaration to correct clerical, typographical or obvious factual errors in the Declaration or any Exhibit thereto or any

supplement or amendment thereto and other documents governing the Condominium Development; and

WHEREAS, pursuant to Article II(B)(4) of the Declaration, the percentage of interest ("Percentage Interest") in the Common Areas and Facilities of each Unit is computed in the proportion that the square footage of each Unit bears to the aggregate square footage of all Units; and

WHEREAS, the square footages for Unit Nos. 30; 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126, (collectively, the "Various Units") [as respectively shown in Exhibit "3" and Exhibit "4" of the Thirteenth Amendment (Unit 30), in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (Unit Nos. 118, 119, 120, 121, 122, 123), as in "Exhibit 3" and "Exhibit 4" of the Twenty-Ninth Amendment (Unit Nos. 116, 117, 124, 125, 126), in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (Unit Nos. 107, 108, 109, 110, 111, 112, 113, 114 and 115) and Exhibit A of the Second Special Amendment and as depicted in the certain Allotted Drawings referred to respectively in "Exhibit A" or Exhibit "A" of the Various Amendments (as defined hereafter)] incorrectly stated as asserted therein, when in fact, the following Unit Numbers of the Development are the square feet set forth in the Chart made a part hereof and attached hereto, said respective Unit number being the square feet set forth opposite the Unit Number contained in "Exhibit A-1" attached hereto. The Thirteenth Amendment, Twenty-Eighth Amendment, Twenty-Ninth Amendment, Thirtieth Amendment and Second Special Amendment being collectively referred to herein as the "Various Amendments".

WHEREAS, as a result of such incorrect square footages for the Various Units, the percentages of ownership interest for all the Units in The Reserves of Aurora Condominium are incorrect as shown in the Various Amendments; and

WHEREAS, pursuant to the rights reserved by the Declarant under Article XII(B) of the Declaration, the Declarant desires to file this Third Special Amendment to Declaration of Condominium Ownership for The Reserves of Aurora Condominium ("Third Special Amendment") to correct such certain clerical, typographical or factual error and inconsistency contained in the Declaration, as amended, including the right to correct the square footages of the Various Units and, as a result thereof, correcting the percentage interests of all Units in the Reserves of Aurora Condominium respectively in "Exhibit 2" "Exhibit 3" of the Second Special Amendment.

NOW, THEREFORE, Declarant, pursuant to the authority of Articles XII(B) of the Declaration hereby declares that the Declaration be and hereby is amended by this Third Special Amendment as follows (unless otherwise expressly provided herein, the capitalized terms used herein shall have the same meaning as defined in the Declaration).

1. For sales of Condominium Ownership Interests occurring after July 20, 2004, pursuant to the right of Declarant to effect a Special Amendment pursuant to Article XII (B)(3) of the Declaration, Article XXI (A) of the Declaration is deleted in its entirety and the following provisions from the Amended Statute is substituted in its place:

(A) Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest shall be held in trust or escrow until delivered at settlement, returned to or otherwise credited to the Purchaser or forfeited to the Declarant. If a deposit or down payment of more than Two Thousand Dollars (\$2,000) is held for more than ninety (90) days and is not withdrawn pursuant to subparagraph (1) below, interest shall be payable on the amount of the deposit or downpayment that exceeds Two Thousand Dollars (\$2,000) at a rate equal to the prevailing rate payable by federally insured financial institutions in the county of the Condominium Property on daily interest accounts for any period exceeding ninety (90) days, such interest to be credited to the Purchaser at settlement or upon return or other credit made to the Purchaser, or added to any forfeiture to the Declarant.

(i) Notwithstanding subparagraph (A) above, if a contract for the sale of a Condominium Ownership Interest contains the following legend, conspicuously printed or stamped in boldface type on the contract's first page and immediately above the signature of the Purchaser:

"Purchaser acknowledges that, pursuant to this contract, the Declarant may withdraw and then use for construction and development of the Condominium Property any deposit or down payment that the Purchaser makes prior to closing";

the Declarant may withdraw a deposit or down payment from trust or escrow upon the commencement of construction of the structure of the Condominium Property in which the Purchaser's Unit will be located and use the monies in the actual construction and development of the Condominium Property. The Declarant shall not use the monies for advertising purposes or for the salaries, commissions or expenses of agents.

(ii) Pursuant to Ohio Revised Code Section 5311.25(A)(3) deposits and down payments held in trust or escrow in accordance with subparagraph (A) above are not subject to attachment, garnishment or other legal process by creditors of the Declarant, Agents of the Declarant or the Purchaser of the Condominium Unit.

(iii) Subparagraphs (A) and (A)(i) above become effective July 20, 2004 and will govern sales occurring after that date.

2. Pursuant to Article XII(B) of the Declaration, the Declarant corrects the

square footages of the following Units to be as follows:

- A. The square footage of Unit No. 30 identified in Exhibit "3" and Exhibit "4" of the Thirteenth Amendment (for Phase No. XIV) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,600 square feet.
- B. The square footage of Unit No. 118 identified in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (for Phase No. XXIX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- C. The square footage of Unit No. 119 identified in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (for Phase No. XXIX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- D. The square footage of Unit No. 120 identified in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (for Phase No. XXIX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,550 square feet.
- E. The square footage of Unit No. 121 identified in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (for Phase No. XXIX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- F. The square footage of Unit No. 122 identified in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (for Phase No. XXIX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- G. The square footage of Unit No. 123 identified in Exhibit "3" and Exhibit "4" of the Twenty-Eighth Amendment (for Phase No. XXIX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- H. The square footage of Unit No. 116 identified in "Exhibit 3" and "Exhibit 4" of the Twenty-Ninth Amendment (for Phase No. XXX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,550 square feet.
- I. The square footage of Unit No. 117 identified in "Exhibit 3" and "Exhibit 4" of the Twenty-Ninth Amendment (for Phase No. XXX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,550 square feet.

square feet.

- J. The square footage of Unit No. 124 identified in "Exhibit 3" and "Exhibit 4" of the Twenty-Ninth Amendment (for Phase No. XXX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,550 square feet.
- K. The square footage of Unit No. 125 identified in "Exhibit 3" and "Exhibit 4" of the Twenty-Ninth Amendment (for Phase No. XXX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- L. The square footage of Unit No. 126 identified in "Exhibit 3" and "Exhibit 4" of the Twenty-Ninth Amendment (for Phase No. XXX) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- M. The square footage of Unit No. 107 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- N. The square footage of Unit No. 108 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- O. The square footage of Unit No. 109 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- P. The square footage of Unit No. 110 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- Q. The square footage of Unit No. 111 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- R. The square footage of Unit No. 112 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- S. The square footage of Unit No. 113 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.

- T. The square footage of Unit No. 114 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- U. The square footage of Unit No. 115 identified in "Exhibit 2" and "Exhibit 3" of the Thirtieth Amendment (for Phase No. XXXI) and in "Exhibit A" of the Second Special Amendment is corrected to be 1,039 square feet.
- 3.. The percentage or fractional interest of each Unit in the Common Areas and Facilities as set forth in the Declaration (as amended) is hereby amended to be as set forth in "Exhibit A-1" attached hereto and made a part hereof.
4. *Exhibit A-1* shall replace *Exhibit A* of the Second Special Amendment correcting the corresponding square footages for the Various Units and the percentage interest of all Units in the Condominium Property as set forth and identified in "Exhibit A-1" attached hereto and made a part hereof.
5. Consent to Paragraph 2 of this Third Special Amendment to the Declaration is hereby exercised by Declarant on behalf of the Unit Owners and their mortgagees pursuant to Articles XII(B) of the Declaration.
6. Except as amended herein (and as previously amended), the Declaration thereto shall remain in full force and effect.

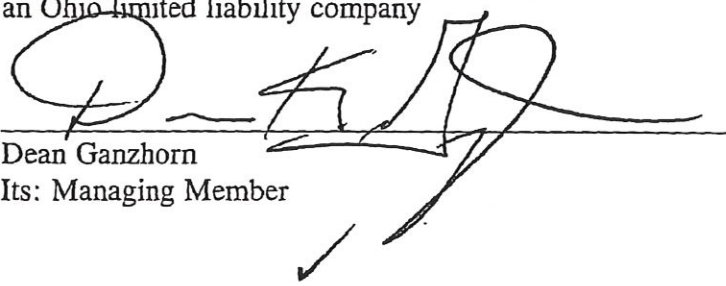
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IN WITNESS WHEREOF, the said Reserves of Aurora Condominium, Ltd., as Declarant, as aforesaid, has caused its name to be signed to these presents as of this 14th day of October 2004.

RESERVES OF AURORA
CONDOMINIUM, LTD.,
an Ohio limited liability company

By: _____


Dean Ganzhorn
Its: Managing Member



STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named RESERVES OF AURORA CONDOMINIUM, LTD., an Ohio limited liability company, by its Managing Member, by Dean Ganzhorn, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was his free act and deed both individually and as such Managing Member and the free act and deed of the said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 14th day of October, 2004.


Notary Public **RICHARD GREENWELL**
My Commission Expires: _____
State of Ohio
Recorded in Cuy. Cty.
My Commission Expires Mar. 30, 2009

THIS INSTRUMENT PREPARED BY:
RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN, LPA
2600 ERIEVIEW TOWER
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TELEPHONE: (216) 696-3311

EXHIBIT A-1

TO THIRD SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
34	36	I	566 Daleview Drive	Meadow Grove	1,800	0.859%
35	36	I	572 Daleview Drive	Brook Ridge	1,810	0.863%
36	36	I	576 Daleview Drive	Arbor Hill	1,950	0.930%
46	47	I	583 Daleview Drive	Meadow Grove	1,800	0.859%
47	47	I	579 Daleview Drive	Arbor Hill	1,600	0.763%
53	54	I	555 Daleview Drive	Brook Ridge	1,810	0.863%
54	54	I	551 Daleview Drive	Brook Ridge	1,810	0.863%
57	57	I	562 Fountain View Trail	Brook Ridge	1,810	0.863%
58	59	I	558 Fountain View Trail	Arbor Hill	1,950	0.930%
59	59	I	554 Fountain View Trail	Meadow Grove	1,800	0.859%
60	60	I	550 Fountain View Trail	Arbor Hill	1,950	0.930%
62	62	II	545 Treetop Court	Brook Ridge	1,810	0.863%
39	40	III	588 Daleview Drive	Arbor Hill	1,950	0.930%
40	40	III	592 Daleview Drive	Arbor Hill	1,950	0.930%
41	42	III	596 Daleview Drive	Arbor Hill	1,600	0.763%
42	42	III	600 Daleview Drive	Arbor Hill	1,600	0.763%
48	49	III	575 Daleview Drive	Arbor Hill	1,600	0.763%
49	49	III	571 Daleview Drive	Arbor Hill	1,600	0.763%
50	50	III	567 Daleview Drive	Arbor Hill	1,950	0.930%
63	63	IV	541 Treetop Court	Arbor Hill	1,950	0.930%
64	64	IV	539 Treetop Court	Brook Ridge	1,810	0.863%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
68	68	IV	525 Treetop Court	Arbor Hill	1,950	0.930%
51	52	V	563 Daleview Drive	Brook Ridge	1,810	0.863%
52	52	V	559 Daleview Drive	Arbor Hill	1,600	0.763%
43	44	VI	595 Daleview Drive	Meadow Grove	1,800	0.859%
44	44	VI	591 Daleview Drive	Arbor Hill	1,600	0.763%
45	45	VI	587 Daleview Drive	Brook Ridge	1,810	0.863%
37	37	VII	580 Daleview Drive	Arbor Hill	1,950	0.930%
65	65	VII	535 Treetop Court	Arbor Hill	1,950	0.930%
66	66	VII	531 Treetop Court	Arbor Hill	1,600	0.763%
67	67	VII	529 Treetop Court	Arbor Hill	1,600	0.763%
61	61	VIII	549 Treetop Court	Arbor Hill	1,950	0.930%
38	38	IX	584 Daleview Drive	Arbor Hill	1,600	0.763%
55	56	IX	570 Fountainview Trail	Meadow Grove	1,800	0.859%
56	56	IX	566 Fountainview Trail	Arbor Hill	1,950	0.930%
31	31	X	554 Daleview Drive	Arbor Hill	1,600	0.763%
32	33	X	558 Daleview Drive	Brook Ridge	1,810	0.863%
33	33	X	562 Daleview Drive	Arbor Hill	1,950	0.930%
3	3	XI	668 Elmwood Point	Arbor Hill	1,950	0.930%
5	5	XII	700 Elmwood Point	Arbor Hill	1,600	0.763%
27	28	XII	673 Elmwood Point	Brook Ridge	1,810	0.863%
28	28	XII	669 Elmwood Point	Arbor Hill	1,950	0.930%
11	11	XIII	737 Elmwood Point	Wood Bridge	1,500	0.715%
17	18	XIII	713 Elmwood Point	Arbor Hill	1,600	0.763%
18	18	XIII	709 Elmwood Point	Meadow Grove	1,800	0.859%
6	6	XIV	704 Elmwood Point	Brookridge	1,810	0.863%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
7	7	XIV	720 Elmwood Point	Arbor Hill	1,950	0.930%
8	8	XIV	724 Elmwood Point	Meadow Grove	1,800	0.859%
29	30	XIV	665 Elmwood Point	Meadow Grove	1,600	0.859%
30	30	XIV	661 Elmwood Point	Arbor Hill	1,950	0.763%
4	4	XV	680 Elmwood Point	Arbor Hill	1,600	0.763%
1	2	XVI	660 Elmwood Point	Wood Bridge	1,500	0.715%
2	2	XVI	664 Elmwood Point	Arbor Hill	1,950	0.930%
15	16	XVI	721 Elmwood Point	Brook Ridge	1,810	0.863%
16	16	XVI	717 Elmwood Point	Arbor Hill	1,600	0.763%
21	22	XVI	697 Elmwood Point	Brook Ridge	1,810	0.863%
22	22	XVI	693 Elmwood Point	Arbor Hill	1,950	0.930%
9	10	XVII	728 Elmwood Point	Arbor Hill	1,600	0.763%
10	10	XVII	730 Elmwood Point	Wood Bridge	1,500	0.715%
19	20	XVII	705 Elmwood Point	Wood Bridge	1,500	0.715%
20	20	XVII	701 Elmwood Point	Arbor Hill	1,600	0.763%
23	24	XVII	689 Elmwood Point	Wood Bridge	1,500	0.715%
24	24	XVII	685 Elmwood Point	Arbor Hill	1,950	0.930%
14	14	XVIII	725 Elmwood Point	Wood Bridge	1,500	0.715%
25	26	XVIII	681 Elmwood Point	Arbor Hill	1,950	0.930%
26	26	XVIII	677 Elmwood Point	Wood Bridge	1,500	0.715%
12	13	XIX	733 Elmwood Point	Arbor Hill	1,600	0.763%
13	13	XIX	729 Elmwood Point	Meadow Grove	1,800	0.859%
81	81	XX	515 Oak Lawn Court	Wood Bridge	1,500	0.715%
87	87	XX	491 Oak Lawn Court	Arbor Hill	1,600	0.763%
72	72	XXI	516 East Parkway Blvd.	Meadow Grove	1,800	0.859%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
77	77	XXI	496 Glen Hollow Circle	Arbor Hill	1,950	0.930%
78	78	XXI	492 Glen Hollow Circle	Meadow Grove	1,800	0.859%
79	79	XXI	484 Glen Hollow Circle	Wood Bridge	1,500	0.715%
80	80	XXI	480 Glen Hollow Circle	Arbor Hill	1,600	0.763%
73	73	XXII	512 Glen Hollow Circle	Arbor Hill	1,950	0.930%
82	82	XXII	511 Oak Lawn Court	Meadow Grove	1,800	0.859%
85	85	XXII	499 Oak Lawn Court	Arbor Hill	1,950	0.930%
91	92	XXIII	469 Shadowbrook Circle	Arbor Hill	1,600	0.763%
92	92	XXIII	465 Shadowbrook Circle	Wood Bridge	1,500	0.715%
99	99	XXIII	441 East Parkway Boulevard	Arbor Hill	1,950	0.930%
102	103	XXIII	429 East Parkway Boulevard	Meadow Grove	1,800	0.859%
103	103	XXIII	421 East Parkway Boulevard	Arbor Hill	1,600	0.763%
105	106	XXIII	419 East Parkway Boulevard	Arbor Hill	1,950	0.930%
106	106	XXIII	417 East Parkway Boulevard	Wood Bridge	1,500	0.715%
89	90	XXIV	475 Shadowbrook Circle	Arbor Hill	1,950	0.930%
90	90	XXIV	471 Shadowbrook Circle	Arbor Hill	1,950	0.930%
93	94	XXIV	461 Shadowbrook Circle	Wood Bridge	1,500	0.715%
94	94	XXIV	457 Shadowbrook Circle	Arbor Hill	1,950	0.930%
95	96	XXV	453 Shadowbrook Circle	Arbor Hill	1,950	0.930%
96	96	XXV	449 Shadowbrook Circle	Meadow Grove	1,800	0.859%
104	104	XXV	430 East Parkway Boulevard	Arbor Hill	1,950	0.930%
69	69	XXVI	528 East Parkway Boulevard	Arbor Hill	1,950	0.930%
70	70	XXVI	524 East Parkway Boulevard	Arbor Hill	1,600	0.763%
71	71	XXVI	520 East Parkway Boulevard	Arbor Hill	1,950	0.930%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
74	74	XXVI	508 Glen Hollow Circle	Wood Bridge	1,500	0.715%
76	76	XXVI	500 Glen Hollow Circle	Arbor Hill	1,950	0.930%
75	75	XXVII	504 Glenn Hollow Circle	Wood Bridge	1500	0.715%
86	86	XXVII	495 Oak Glen Court	Wood Bridge	1500	0.715%
83	83	XXVIII	507 Oaklawn Court	Arbor Hill	1,600	0.763%
100	100	XXVIII	433 East Parkway Blvd.	Arbor Hill	1,950	0.930%
101	101	XXVIII	429 East Parkway Blvd.	Arbor Hill	1,950	0.930%
118	118	XXIX	28 Elm Creek Way	Creekside Town Home	1,039	0.496%
119	119	XXIX	30 Elm Creek Way	Creekside Town Home	1,550	0.496%
120	120	XXIX	32 Elm Creek Way	Creekside Town Home	1,039	0.741%
121	121	XXIX	34 Elm Creek Way	Creekside Town Home	1,039	0.496%
122	122	XXIX	38 Elm Creek Way	Creekside Town Home	1,039	0.496%
123	123	XXIX	42 Elm Creek Way	Creekside Town Home	1,039	0.496%
84	84	XXX	503 Oak Lawn Court	Arbor Hill	1,950	0.930%
97	97	XXX	445 Shadow Brook Circle	Arbor Hill	1,950	0.930%
116	117	XXX	11 Elm Creek Way	Creekside Town Home	1,550	0.741%
117	117	XXX	9 Elm Creek Way	Creekside Town Home	1,550	0.741%
124	126	XXX	46 Elm Creek Way	Creekside Town Home	1,550	0.741%
125	126	XXX	50 Elm Creek Way	Creekside Town Home	1,039	0.496%
126	126	XXX	54 Elm Creek Way	Creekside Town Home	1,039	0.496%
88	88	XXXI	479 Shadow Brook Circle	Wood Bridge	1,500	0.715%
98	98	XXXI	443 Shadow Brook Circle	Arbor Hill	1,950	0.930%
107		XXXI	47 Elm Creekway	Creekside Townhome	1,039	0.496%

UNIT NO.	BLDG. NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	UNIT SQUARE FOOTAGE	PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
108		XXXI	43 Elm Creekway	Creekside Townhome	1,039	0.496%
109		XXXI	39 Elm Creekway	Creekside Townhome	1,039	0.496%
110		XXXI	35 Elm Creekway	Creekside Townhome	1,039	0.496%
111		XXXI	31 Elm Creekway	Creekside Townhome	1,039	0.496%
112		XXXI	27 Elm Creekway	Creekside Townhome	1,039	0.496%
113		XXXI	23 Elm Creekway	Creekside Townhome	1,039	0.496%
114		XXXI	19 Elm Creekway	Creekside Townhome	1,039	0.496%
115		XXXI	15 Elm Creekway	Creekside Townhome	1,039	0.496%
					TOTAL	100.000%

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BONNIE M. HOWE
PORTAGE CO. RECORDER

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AMENDMENTS TO THE **INDEXED**
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RESERVES OF AURORA CONDOMINIUM ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM RECORDED AT VOLUME 0184, PAGE 521 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium (the "Declaration") and the Bylaws of The Reserves of Aurora Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Portage County Records Volume 0184, Page 521 et seq., and

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

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

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Reserves of Aurora Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) All references in the Declaration and Bylaws to the term "Fines" shall be replaced with the term "Enforcement Assessments."
- (5) **DELETE DECLARATION ARTICLE IV, SECTION (C) entitled "Service of Process,"** in its entirety. Said deletion is to be made on Page 21 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq.

INSERT a new DECLARATION ARTICLE IV, SECTION (C), entitled "Service of Process." Said addition, to be made on Page 21 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

(6) DELETE DECLARATION ARTICLE XVII, SECTION (B), entitled "Fines," in its entirety. Said deletion is to be made on Page 46 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq.

INSERT a new DECLARATION ARTICLE XVII, SECTION (B), entitled "Enforcement Assessments." Said new addition, to be added on Page 46 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION (D), entitled "Lien of Association." Said new addition, to be added on Page 23 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

(8) INSERT a new PARAGRAPH (5) to the end of DECLARATION ARTICLE XVI, SECTION (B), entitled "Rental of Units." Said new addition, to be added on Pages 44-45 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq. and as amended at Portage County Records Instrument No. 200524974, is as follows:

(5) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner.

In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(9) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION (A), entitled "General." Said new addition, to be added on Page 22 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 14 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

(11) DELETE DECLARATION ARTICLE XVI, SECTION (C), entitled "Names of Owners and Occupants of Units," in its entirety. Said deletion is to be made on Page 45 of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq.

INSERT a new DECLARATION ARTICLE XVI, SECTION (C), entitled "Owner/Resident Information." Said new addition, to be added on Page 45 of the

Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

(12) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 7 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(14) INSERT a new PARAGRAPH (i) to BYLAWS ARTICLE II, SECTION 10, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (i), (ii), and (iii), thereafter. Said new additions to be added on Page 8 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records Volume 0184, Page 521 et seq., is as follows:

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

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

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

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

(15) MODIFY the DESCRIPTION OF UNITS 108, 109, 110, 111, 112, 113, 114, 115 AND 119 in EXHIBIT A-1 to the THIRD SPECIAL AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM TO CORRECT SEVERAL TYPOGRAPHICAL ERRORS. Said modifications, which will not materially affect any rights or interests of any Unit Owner not previously agreed or consented to by the Board, in accordance with Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, to be made to Exhibit A-1 of the Third Special Amendment, as recorded on October 22, 2004 at Instrument No. 200429449, is as follows: (deleted language is struck-through; new language is underlined)

EXHIBIT A-1

TO THIRD SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>PHASE NO.</u>	<u>UNIT ADDRESS</u>	<u>UNIT TYPE</u>	<u>UNIT SQUARE FOOTAGE</u>	<u>PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
108	108	XXXI	45 43 Elm Creek Way	Creekside Townhome	1,039	0.496%
109	109	XXXI	43 39 Elm Creek Way	Creekside Townhome	1,039	0.496%
110	110	XXXI	41 35 Elm Creek Way	Creekside Townhome	1,039	0.496%

111	111	XXXI	39 31 Elm Creek Way	Creekside Townhome	1,039	0.496%
112	112	XXXI	35 27 Elm Creek Way	Creekside Townhome	1,039	0.496%
113	113	XXXI	31 23 Elm Creek Way	Creekside Townhome	1,039	0.496%
114	114	XXXI	27 19 Elm Creek Way	Creekside Townhome	1,039	0.496%
115	115	XXXI	23 15 Elm Creek Way	Creekside Townhome	1,039	0.496%
119	119	XXIX	30 Elm Creek Way	Creekside Townhome	<u>1,039</u> 1,550	0.496%

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

IN WITNESS WHEREOF, the said The Reserves of Aurora Condominium Owners' Association, Inc. has caused the execution of this instrument this 3rd day of January, 2006.

THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Samuel Colmery
SAMUEL COLMERY, its President

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Reserves of Aurora Condominium Owners' Association, Inc., by Samuel Colmery, its President, who acknowledged that he did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in AURORA, Ohio, this 3 day of JANUARY, 2006.



DARRYL COLLINS
Notary Public, State of Ohio
My Commission Expires 10-02-08


NOTARY PUBLIC

X This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

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BONNIE M. HOWE
PORTAGE CO. RECORDER *Cusimano*

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RESERVES OF AURORA CONDOMINIUM ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC. RECORDED AT VOLUME 0184, PAGE 521 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium (the "Declaration") was recorded at Portage County Records Volume 0184, Page 521 et seq., and

WHEREAS, The Reserves of Aurora Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in The Reserves of Aurora Condominium Owners' Association, Inc. and as such is the representative of all Unit Owners, and

WHEREAS, Article XII, Section (A) of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 76.98% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.98% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 77.77% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.77% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

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

WHEREAS, there is on file in the Association's records the express or implied consent from at least 51.00% of said first mortgagees to the Amendments; and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that a copy of the Amendments were mailed or hand delivered to all Unit Owners and all

first mortgagees on the records of the Association and that Unit Owners having at least 75% of the voting power of the Association affirmatively approved the Amendments, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Reserves of Aurora Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE XVI(B) entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion is to be taken from Pages 44-45 of the Declaration, as recorded at Portage County Records, Volume 184, Page 521 et seq.

INSERT a new DECLARATION ARTICLE XVI(B) entitled, "Rental of Units." Said new addition, to be added on Pages 44-45 of the Declaration, as recorded at Portage County Records, Volume 184, Page 521 et seq., is as follows:

(B) Rental of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners, subject to the following:

(1) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, (b) any Unit Owner leasing his/her Unit at the time of recording of this amendment with the Portage County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit/Lot is transferred to a subsequent Unit Owner or the current tenant vacates the Unit, whichever occurs first.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship

exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Unit be rented by the Unit Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(4) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Board has the authority to dispossess the lessee or otherwise act for the Unit Owner for violation of the Declaration, Bylaws or the rules and regulations pursuant to Ohio Revised Code Section 5311.19(B)(1). Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

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

AMENDMENT B

INSERT a new DECLARATION ARTICLE VII(N). Said new addition, to be added on Page 32 of the Declaration, as recorded at Portage County Records, Volume 184, Page 521 et seq., is as follows:

(N) No more than two (2) persons per bedroom in any Unit shall be permitted as permanent Occupants ("permanent" means more than thirty [30] days out of each twelve [12] month period). Each Unit Owner shall provide the Board with the names of all permanent Occupants and the license number and vehicle description owned by permanent Occupants.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the number of Occupants in the Units. Upon the recording of this

amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said The Reserves of Aurora Condominium Owners' Association, Inc. has caused the execution of this instrument this 19th day of September, 2005.

THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC. ✓

By: Samuel S. Colmery
SAMUEL S. COLMERY, its President

By: Anne Harris
ANNE HARRIS, its Secretary

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Reserves of Aurora Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 19 day of September, 2005.

Stacy Famagelitto
NOTARY PUBLIC

STACY N. FAMAGELITTO, Notary Public
STATE OF OHIO
Resident Portage County
My Commission Expires Feb. 2, 2006

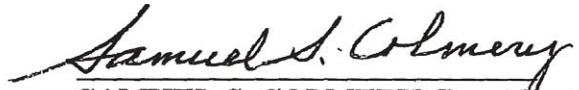
This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of The Reserves of Aurora Condominium Owners' Association, Inc., hereby certifies that:

1. He caused copies of the Amendments to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium to be mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
2. The Association received the signed, written consents of the Unit Owners representing 76.98% of the Association's voting power in favor of Amendment A and 77.77% of the Association's voting power in favor of Amendment B to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium Owners' Association, Inc. in accordance with provisions of Article XII, Section (A) of the Declaration and caused such signed, written consents to be filed with The Reserves of Aurora Condominium Owners' Association, Inc. corporate records; and


 SAMUEL S. COLMERY, President

STATE OF OHIO)
) SS
 COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named SAMUEL S.COLMERY who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 19th day of September, 2005.


 NOTARY PUBLIC

SHELIA MAJOR
 Notary Public-State of Ohio
 My Commission Expires 7/9/2010

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Reserves of Aurora Condominium Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees who have given their consent (expressed or implied) to the proposed Amendments to the Declaration of Condominium Ownership for The Reserves of Aurora Condominium.

- ABN-AMRO
- CHARTER ONE BANK
- CHASE MANHATTAN MORTGAGE CORP.
- COUNTRYWIDE HOME LOANS
- FIFTH THIRD BANK
- FIRST FRANKLIN FINANCIAL
- FIRST PLACE BANK
- MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (GMAC)
- GREENPOINT MORTGAGE FUNDING, INC.
- M & T MORTGAGE
- PARKVIEW FEDERAL BANK
- WELLS FARGO HOME MORTGAGE

Anne Harris

ANNE HARRIS, Secretary

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 19 day of September, 2005.

Stacy Famagletto

NOTARY PUBLIC

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESERVES OF AURORA CONDOMINIUM

BYLAWS

OF

THE RESERVES OF AURORA CONDOMINIUM OWNERS' ASSOCIATION, INC.

A Non-Profit Ohio Corporation

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BYLAWS OF THE RESERVES OF AURORA
CONDOMINIUM OWNERS' ASSOCIATION, INC.

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

ARTICLE I

THE ASSOCIATION

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

Section 2. Membership. Each Unit Owner upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of this Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. Membership in the Association shall be limited to Unit Owners. In addition to any other rights the Declarant may have pursuant to the Declaration, the Declarant shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3. Voting Rights. On any question on which the vote of Unit Owners is permitted or required, the owner or owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Unit, which certificate shall be

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

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

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

Section 6. Establishment of Unit Owners' Association and First Meeting of Members.

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

(b) First Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place in Portage County as may be designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The first meeting of the members of

the Association shall be held upon written notice given by the Declarant in accordance with Subsection (D) of this Section 6, said meeting to be held not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, unless the Declarant shall consent, in its sole discretion, to a lesser percentage.

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

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

(e) Quorum: Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-third (1/3) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be

authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

- (a) Calling of meeting to order.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Election of Inspectors of election.
- (g) Nomination and election of members of the Board of Managers.
- (h) Unfinished and/or old business.
- (i) New Business.
- (j) Adjournment.

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

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

ARTICLE II

BOARD OF MANAGERS

Section 1. Qualifications. Except as otherwise provided herein, all members of the Board of Managers (herein called "Board Members" or "Board") shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1. of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as

otherwise provided herein. If a Board Member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. No single Unit may be represented on the Board by more than one (1) person at any time.

Section 2. Number of Board Members. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Managers consisting of three (3) members or five (5) members, in accordance with Section 4 hereof.

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting. Until such time as Condominium Ownership Interests to which less than twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all three (3) Board Members. Not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the one (1) Board Member who will be replaced. Since one (1) of the three (3) Board Members representing thirty-three and one-third percent (33-1/3%) of the Board Members, are to be elected by Unit Owners other than the Declarant when Condominium Ownership Interests to which twenty-five percent (25%) of the individual interests in the Common Areas and Facilities appertain have been sold or conveyed by the Declarant, it will not be necessary to have a meeting of the Association when Condominium Ownership Interests to which fifty percent (50%) of the individual interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, since, at that time, Unit Owners, other than the Declarant, will have elected the required thirty-three and one-third percent (33-1/3%) of the members of the Board.

Section 4. First Annual Meeting. Within thirty (30) days after the earlier of either: (a) five (5) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting"), the Board may be expanded from three (3) members to five (5) members, and all Unit Owners (including Declarant, if Declarant shall own any Units) shall elect all members of the Board of the Association. At and after the First Annual Meeting, Unit Owners exercising a majority of the voting power of the Association may expand the Board from three (3) to five (5) members or may reduce the Board from five (5) members to three (3) members. Immediately prior to such election all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall resign; provided, however, that such persons shall be eligible for re-election

to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5 of this Article II. The percentages set forth in Sections 3 and 4 of this Article shall be computed by comparing the number of Units sold and conveyed from time to time on Parcel No. 1 and the Additional Property to the maximum number of Units that may be created thereon pursuant to Article XI of the Declaration based on the portion of the Additional Property owned by the Declarant at the time of the First Annual Meeting.

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

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

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

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

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

serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin. There shall be no cumulative voting.

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

Section 7. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

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

Section 9. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time, if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

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

- (a) Maintenance, repair, replacement and surveillance of the Condominium Property and the Common Areas and Facilities and certain of the Limited Common Areas.

(b) Levy of Assessments against the Unit Owners and the collection of same, including Assessments payable to the Master Association pursuant to the Master Declaration.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium Property, the Common Areas and Facilities and the Limited Common Areas.

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

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

(ii) Grant easements.

(iii) Make contracts.

(iv) Effect insurance.

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

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

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

(g) Adopt Rules and Regulations.

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

Section 11. Removal of Board Members. Except as otherwise provided herein and in the Act, the Board may remove any Board Member and thereby create a vacancy in the Board if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of

the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so removed may be elected at the same meeting for the unexpired term for each such removed Board Member. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

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

Section 13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. Said insurance shall be in accordance with Article VI(A)(3) of the Declaration. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

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

ARTICLE III

OFFICERS

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

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

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

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

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

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

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

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

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

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for

all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

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

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

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

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

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

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

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which in its opinion shall be necessary or proper for the

maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these Bylaws;

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

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

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

(k) Limitation on Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any acquisitions, capital additions and improvements, or structural alterations to the Common Areas and Facilities (other than for purposes of maintaining, replacing, restoring or repainting portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these

Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars (\$10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided, however, so long as Declarant has the authority to elect or designate two (2) of the three (3) Board Members, the Declarant's prior written consent to such expenditure shall be required. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1.(K) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;

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

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

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

Section 2. Rules and Regulations. The Board of Managers, by vote of the members entitled to exercise a majority of the voting power of the Board, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In an action or proceeding brought by the Association against an Owner and/or Occupant of a Unit to enforce such rules or regulations, the Association shall be entitled to collect costs of suit and reasonable attorneys' fees from such Owner and/or Occupant. In the event such supplemental rules and

regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

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

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

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

Section 6. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, and the Articles or Bylaws of the Association shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments. Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article V, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board of Managers as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the

Common Areas and Facilities as set forth in the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Areas and Facilities as set forth in the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit, an initial capital contribution to the Association in an amount specified by the sales and purchase agreement entered into between the Declarant as seller and the Unit Owner as buyer of the Unit. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve and/or for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant.

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

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and

any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall be obligated to build up and maintain a reasonable working capital reserve fund to finance the cost of repair or replacement of the components of the Common Areas and Facilities. Such working capital reserve fund shall be deposited in a segregated account when control of the Association is turned over to the Unit Owners pursuant to Article II, Section 4. of these Bylaws. Included in such reserve fund is the amount (if any) referred to in Section 1 of this Article V payable by each Purchaser of a Unit at the time such Purchaser acquires title to his Unit. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve fund; nor shall any such Unit Owner have any claim against the Association with respect thereto. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve fund. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of cash requirements shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted monthly amount. The Declarant shall not use the working capital reserve fund to defray its expenses., reserve contributions or construction costs or to make up any budget deficits. When unsold Units are sold, the Declarant may use funds collected at closings to Purchasers to reimburse itself for funds it paid to the Association for each unsold Unit's share of the working capital funds. Any checks drawn on the working capital reserve fund account shall require the signature of two (2) Board members.

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

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

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

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

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

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

Section 10. Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the

Condominium Ownership Interest of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be entitled to written notice of such failure to pay such assessment. The Board of Managers shall have the power to suspend the voting rights and the right to use of the recreational facilities of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association.

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

ARTICLE VI

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such member of the Board, officer, employee or agent of the Association, provided it is determined in the manner hereinafter set forth (a) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his duty to the Association, (b) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

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

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

Section 4. Indemnification by Unit Owners. The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all Unit Owners in the Common Areas and Facilities.

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

ARTICLE VII

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William Jefferson Clinton, President of the United States of America, or Albert Gore, Jr., Vice President of the United States of America.

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

Section 10. Amendments. Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, provided, however, that no amendment shall have any effect upon Declarant, the rights of Declarant under these Bylaws and the rights of bona fide mortgagees of Units until the written consent of Declarant and/or such mortgagees to such amendment has been secured.

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

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