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DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
VILLAS AT CHAPEL HILL, SUMMIT COUNTY, LLC

This will certify that a copy of this Declaration, together with the Drawings, By-Laws, and other Exhibits referred to therein, were filed in the office of the County Auditor, Summit County, Ohio, on Oct 11, 2000.

  
COUNTY AUDITOR

By: C. [Signature]  
Deputy

This instrument prepared by:

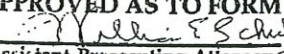
BUCKINGHAM, DOOLITTLE & BURROUGHS  
1375 E. 9th Street, Suite 1700  
Cleveland, Ohio 44114  
(216) 621-5300

TRANSFER NOT NECESSARY  
10-24-2000  
James B. McCarthy County Auditor

NOTICE

GRANTOR HAS A RIGHT TO MAKE TECHNICAL CHANGES IN THIS INSTRUMENT  
AT THE TIME OF RECORDING THIS INSTRUMENT TO REFLECT THE THEN  
EXISTING DEVELOPMENT OF VILLAS AT CHAPEL HILL

TRANSFER NOT NECESSARY  
10-12-00  
James B. McCarthy County Auditor

APPROVED AS TO FORM  
  
Assistant Prosecuting Attorney  
Summit County, Ohio

END/NESS/LAWYERS BOX

  
JAMES B MCCARTHY SUMMIT CO AUDITOR

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**DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
VILLAS AT CHAPEL HILL  
RECITALS**

WHEREAS, Villas at Chapel Hill – Summit County, LLC (hereinafter referred to as the “Grantor”) is the owner in fee simple of the real property (the “Premises”) described in Exhibit A attached hereto and hereby made a part hereof which shall be developed in multiple phases.

WHEREAS, Grantor desires to submit the Premises together with the improvements thereon constructed and herein described to the provisions of Ohio Revised Code Chapter 5311 (hereinafter referred to as the “Condominium Law”) as Condominium Property which will be thereby established and shall be known under the name and style of “Villas at Chapel Hill, and

NOW, THEREFORE, Grantor does hereby submit the Premises to the Condominium Law as Condominium Property and hereby declares:

**I. LEGAL DESCRIPTIONS AND DEFINITIONS**

**A. Legal Descriptions.**

The legal description of the Premises is set forth as Exhibit A attached hereto and hereby made a part hereof.

**B. Definitions.** The following terms used herein are defined as follows:

- (1) “Unit” means a unit in Villas at Chapel Hill which is a “Unit” as defined in Ohio Revised Code §5311.01 (I).
- (2) “Association” means the Villas at Chapel Hill Unit Owners Association, Inc. which will be a “Unit Owners Association” as defined in Section O.R.C. §5311.01 (L).
- (3) “Condominium Property” and “Premises” means and include the land described herein as the Premises and described as The Project in Exhibit A together with all buildings, improvements, and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property incident thereto in Villas at Chapel Hill which are hereby being submitted to the provisions of the Condominium Law; provided, however, that if or when at varying times and phases all or any part of Future Phases are added to the Condominium Property pursuant to the provisions of Article XX of the Declaration, the term “Condominium Property” shall also include all or the part of the land in such Future Phases, as the case may be, which is added to the Condominium Property pursuant to Article XX of the Declaration and all buildings, improvements, and structures thereon, all easements, rights, and

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appurtenances belonging thereto, and all articles of personal property incident thereto and thereon.

- (4) "Entire Parcel" means the parcel of land so described in Exhibit "A" comprising the intended development of Villas at Chapel Hill which will comprise no more than Eighty (80) Units, if totally developed.
- (5) "The Project" means the Condominium Property or the Premises.
- (6) The "Remaining Parcel" or "Additional Parcel" means the Entire Parcel less the land comprising Phase I.
- (7) "Limited Common Areas and Facilities" means and includes those common areas and facilities designated in this Declaration or Drawings as reserved for use of a certain Unit or Units to the exclusion of the other Units in Villas at Chapel Hill.
- (8) "Owner" means the Unit Owner in Villas at Chapel Hill who is a "Unit Owner" as defined in Ohio Revised Code §5311.01 (J).
- (9) All other terms and/or words used herein which are defined in O.R.C. Chapter 5311 have the same meaning herein as set forth therein.

All of the Recitals stated above are incorporated herein as if fully rewritten herein.

## II. NAME

The Condominium Property shall be known as Villas at Chapel Hill.

## III. PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY

A. Purpose. The Condominium Property shall be used for single-family residence purposes and common purposes auxiliary thereto in accordance with the Condominium Law, this Declaration, the By-Laws, and the rules and regulations of the Association pertaining thereto, and for no other purpose except for purposes reserved by Grantor herein. A Unit Owner may use a portion of an Owner's Unit for Owner's office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant, and provided further that in no event shall any part of the Condominium Property be used as a school or music studio, and provided further that the use of the Unit as aforesaid is in full compliance with any applicable zoning law or ordinance.

### B. Restrictions.

- (1) Obstruction and Maintenance. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common

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Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair the Owner's Unit.

- (2) Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which will increase the rate of insurance on the Condominium Property or any contents thereof applicable for residential use without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Areas and Facilities or in the Limited Common Areas and Facilities which will result in the cancellation of insurance of the Condominium Property or any contents thereof or which would be in violation of any law, statute, ordinance, rule, regulations, or order of any governmental authority or of the Association. No waste will be committed on any part of the Condominium Property.
- (3) Exterior Surfaces of Buildings. No Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building which is part of the Condominium Property and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Association other than those originally provided by the Grantor.
- (4) Animals and Pets. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities, except that dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Association provided that the same are not kept, bred, or maintained for any commercial purpose; and provided further than any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board of Managers of the Association.
- (5) Nuisances. No noxious or offensive activity shall be carried on in any Unit or in, on, or to the 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 Owners or occupants.
- (6) Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities or Limited Common Areas and Facilities which will impair the structural integrity of the building or which would structurally change the building.

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- (7) Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas and Facilities and the Limited Common Areas and Facilities. The Common Areas and Facilities and the Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris, and other unsightly materials.
- (8) Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas and Facilities and Limited Common Areas and Facilities except in accordance with rules and regulations therefor which may be adopted by the Association.
- (9) Prohibited Activities. No industry, business (as defined by the ordinances of The City of Tallmadge, Ohio), trade, or occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property, provided however, that for a period of seven (7) years following the date of recording this Declaration, the right is hereby reserved to Grantor and/or its agent or agents to use one or more Units and/or other parts of the Condominium Property (including the Common Areas and Facilities) for business and/or promotional purposes, including clerical activities, sales and rental offices, model Units and the like, in connection with the sale, use or other disposition of the Units or other Units offered for sale or use by Grantor or its Affiliates, whether such Units are then part of the Condominium Property or separately used, owned or controlled by Grantor and its Affiliates. The term "Affiliates", as used herein, shall mean and include any person, firm, or corporation owned, controlled, or managed by Grantor. For said seven (7) year period, Grantor reserves to himself and his Affiliates and his respective agent or agents the right to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of Units by any Owner, mortgagee, or the Association. Further, any persons, firms, and/or corporations which may, from time to time, be designated by Grantor as sales agents (hereinafter sometimes referred to as "Agents") for Grantor in connection with the sale and/or lease of the Units to other persons, may, for said seven (7) year period, be the Owners of one or more Units as a step in the ultimate sale and/or lease of the Units to such other persons; and, as the Agents may hold title to the Units in the Agent's names or in the names of the Agent's nominees and the Units so owned by the Agents for said seven (7) year period may be used for any and all such business or promotional purposes including clerical activities, sales and rental offices, model Units and the like in connection with the sale, use, or other



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disposition of any of said Unit or Units by the Agents, anything contained in this Declaration and/or the By-Laws notwithstanding.

- (10) Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities or Limited Common Areas and Facilities except as hereinafter provided and except upon the prior written consent of the Association.

#### IV. GENERAL DESCRIPTION OF BUILDINGS

Unless and until the Declaration is amended, as provided in Articles IX and XX of the Declaration, the buildings which together form a part of the Condominium Property are a two (2) unit, two floor, consisting of two/three bedrooms and two baths with either a one or two car garage. The buildings are shown on the Drawings which are marked Exhibit B and hereby made a part hereof and which are hereinafter referred to as the "Drawings".

#### V. INFORMATION ABOUT UNITS

- A. Identifying Numbers of Units. Each Unit bears the identifying number designated on Exhibit C attached hereto and hereby made a part hereof. The legal description of each Unit shall consist of the identifying number of each such Unit as shown on the Drawings (Exhibit B) and as set forth on Exhibit C. Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number as shown in the Drawings and on Exhibit C, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Law.
- B. Description of Units. Each of the Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the exterior surfaces of the outside perimeter walls, foundations, and roofs of the Unit to constitute a complete enclosure of space. The layout and dimensions of the Units are shown on the Drawings and include without limitation:
- (1) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of the Unit commencing at the point of disconnection from the exterior entry point of the building and from utility pipes, lines, or systems serving the building;
  - (2) All control knobs, switches, thermostats and base plugs, floor plugs, and connections affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures located therein together with the space occupied thereby;
  - (3) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits which serve either the Unit or fixtures located therein and which are located within the bounds of the Unit;





- (4) Any part of the structure contained in all interior walls and the structural component parts of perimeter walls;
- (5) All vent covers, grills, plat covers, and other coverings of space which are not part of the Unit as defined herein;
- (6) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits which serve the Unit;
- (7) All supporting walls, floors, ceilings, fixtures, and other parts of the building which are within the boundaries of a Unit.
- (8) The exterior of all windows, screens and doors, including the exterior frames, sashes, and jambs associated therewith; and
- (9) Garages attached to the Units.

VI. DESCRIPTION OF COMMON AND LIMITED COMMON AREAS AND FACILITIES

A. Common Areas and Facilities. The entire balance of the Condominium Property including the land and the improvements thereon as shown on the Drawings shall be the Common Areas and Facilities. The percentage of ownership of undivided interests in the Common Areas and Facilities and the percentage basis of the allocation of Common Profits and Common Expenses attributable to the ownership interest of each Unit, shall be as set forth in Exhibit C. The aforesaid respective percentages of ownership of undivided interests in the Common Areas and Facilities of each Unit as expressed herein shall not be altered without an amendment to this Declaration unanimously approved by all Unit Owners affected except as otherwise provided in Articles IX and XX of the Declaration. The undivided interest in the Common Areas and Facilities shall not be separately conveyed, encumbered, or otherwise divided from the Unit to which it appertains and each such undivided interest in the Common Areas and Facilities shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease, or other instrument, conveyance, or encumbrance.

B. Limited Common Areas and Facilities. The following included within the Common Areas and Facilities are hereby made and shall be deemed to be Limited Common Areas and Facilities which are reserved for the exclusive use of a Unit or Units, as hereinafter set forth:

- (1) Patio or deck, if any, adjoining a Unit shall be reserved for that Unit;

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- (2) The driveways for each of the Units shall be and the same are reserved for the exclusive use and benefit of each of the respective Units as set forth in the Drawings and more particularly as is hereinafter set forth. If a driveway is for the benefit of more than one (1) unit, it shall be for the exclusive use and benefit of the units affected;
- (3) Such other areas designated as Limited Common Areas and Facilities on the Drawings.

Each, every and all of the parts of the Limited Common Areas shall be maintained by the Unit Owners having the exclusive use and benefit of the common areas, provided, however, the Unit Owners Association shall have the right at any time or times to maintain all of the Limited Common Areas in a uniform manner and charge the cost of the maintenance and repair of the Limited Common Areas to the Unit owners who have the right to the use of Limited Common Areas so repaired and/or maintained. In the event that the Association elects to maintain, repair, and care for the Limited Common Areas, the Unit Owners who have the right to the use of that Limited Common Area shall have no obligation to maintain and repair the same so long as the Association has accepted the responsibility for the maintenance and repair of the same but all costs and expenses associated with the maintenance and repair of Limited Common Areas shall be charged to the Unit Owners who have the right to use those Limited Common Areas in a fair, just and reasonable manner as determined by the Association in its own absolute discretion.

## VII. UNIT OWNERS ASSOCIATION

Grantor shall cause to be formed an Ohio corporation not for profit to be named the Association ("Association") which shall administer the Condominium Property. Each Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no Owner shall decline or avoid membership in the Association for any reason. Such membership shall terminate upon the sale or other disposition by such member or member's Unit ownership, at which time the new Owner of such Unit automatically shall become a member of the Association. Each Unit shall be entitled to a vote in accordance with its respective percentage of ownership interest in the Common Areas and Facilities as set forth in Article VI-A of the Declaration as the same may be amended.

- A. Board of Managers. The Trustees of the Association shall be and shall be known and designated as the Managers and shall collectively comprise the Board of Managers of the Association. The Board of Managers and the officers of the Association shall be elected as provided in the By-Laws (hereinafter referred to as the "By-Laws") of the Association which is identified herein as Exhibit "D" and hereby made a part hereof, and the Board of Managers shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, Condominium Law, By-Laws, and by this Declaration upon the Association except as otherwise specifically provided in the Declaration; provided, however, that in the event any such power, duty, and right shall be deemed exercisable, dischargeable by, or vested in an officer or member of the Board of Managers, the Officer shall be deemed to act in such capacity to the extent required to

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authenticate the Officer's acts and to carry out the purposes of this Declaration and the By-Laws.

- B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of the Condominium Law, this Declaration, and the By-Laws. Each Owner, tenant, or occupant of a Unit shall comply with the provisions of the general law, the Condominium Law, this Declaration, the By-Laws, the rules and regulations of the Association, and the decisions and resolutions of the Association or its representatives as lawfully amended from time to time; failure to comply with any such provisions, rules, regulations, decisions, or resolutions shall be grounds for an action to recover sums due and for damages and/or for injunctive and/or other appropriate relief.

#### VIII. STATUTORY AGENT

The person to receive service of process for the Association shall be Karl Balla whose address is 8210 West Ridge, Broadview Hts., Ohio. In the event Karl Balla is no longer registered with the Ohio Secretary of State as Statutory Agent for the Association, the person to receive such service shall be the statutory agent for appointed by the corporation as the same may from time to time be designated.

#### IX. AMENDMENT OF DECLARATION, BY-LAWS, AND DRAWINGS

This Declaration, By-Laws, and/or Drawings may be amended by meeting all requirements of the Condominium Law and upon the filing for record with the Recorder of Summit County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by or for the Owners entitled to exercise at least 75% (seventy-five percent) of the voting power of the Association, or in the case of an amendment for the purpose of adding all or any part of the Remaining Parcel or the Additional Parcel to the Condominium Property pursuant to and subject to the limitation contained in Article XX of the Declaration, by Grantor or successor-in-interest acting as Attorney-in-Fact for the Owners and Mortgagees as provided in the Declaration. Such amendment must be executed with the same formalities as this instrument and must refer to the Recorder's volume and page in which this instrument and its exhibits are recorded and must contain an affidavit by the President or other authorized officer of the Association, of the Grantor, or of its successor-in-interest as the case may be, that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. Except as provided in Article XX of the Declaration with respect to an amendment for the purpose of making additions to the Condominium Property, no amendment shall have any effect, however, upon the rights and/or reservations of Grantor under this Declaration or a bona fide first mortgagee until the written consent of Grantor and/or such mortgagee to such amendment has been secured. Such consents shall be retained by the Secretary or other authorized officer of the Association and his certification of the instrument of amendment as to the consent or dissent of Grantor and the names of the consenting and dissenting mortgagees of the various Units shall



be sufficient for reliance thereon by the general public. If Grantor does not consent and/or if less than all mortgagees consent to an amendment to this Declaration, the By-Laws and/or the Drawings, said amendment or modification shall nevertheless be valid among the consenting Owners themselves, provided that the rights and reservations of Grantor and the rights of any such dissenting mortgagee shall not be derogated thereby. No provision in this Declaration or the By-Laws may be changed, modified, or rescinded, which after such change, modification, or rescission would conflict with the provisions to the Condominium Law, and except as otherwise provided in Article XX of the Declaration and by the applicable provisions of the Condominium Law, no amendment may be made to the percentage interests set forth in Article VI-A (except as it may be amended pursuant to Article IX and XX) without the prior unanimous written approval of all Owners and their respective mortgagees.

X. DRAWINGS

Exhibit "B" which is referred to in the Declaration is a set of Drawings as originally prepared and may be revised from time to time as deemed necessary by the Villas at Chapel Hill – Summit County, LLC. The Drawings and any amendments thereto are being referred to in this Declaration as the "Drawing."

XI. USE OF COMMON AREAS AND FACILITIES

Each owner shall have the right to use the Common Areas and Facilities in common with all other Owners as may be required for the purpose of ingress and egress to and to use, occupy, and enjoy the respective Unit owned by such Owner. Such rights shall extend to the Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Owner. The use of the Common Areas and Facilities and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Law. This Declaration, By-Laws, and the rules and regulations of the Association of hereinafter described.

XII. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

- A. Management. Except as otherwise provided herein, the management, maintenance, repair, alterations, and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. The Board of Managers of the Association shall have the power and authority to authorize said managing agent to enter into any contracts which are necessary for the comfort and convenience of the Owners. Each Owner agrees to maintain, repair, and replace at the Owner's expense all portions of the Common Areas and Facilities and/or Limited Common Areas and Facilities which may be damaged or destroyed by reason of the Owner's willful or uninsured negligent act or neglect of the Owner or any other member of the Owner's household or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Owner or members of the Owner's household.



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The Association shall be responsible for the painting or staining of the exterior walls subject to the maintenance schedule adopted by the Association and only with materials and color schemes as approved by the Association. Roof repairs and replacement shall be done as necessary by the Association in accordance with maintenance schedules adopted by the Association. All material selections need to be approved by the Association.

B. Responsibility of Owner. The responsibility of each Owner shall be as follows:

- (1) To clean, maintain, repair, and replace at the Owner's expense all portions of the Owner's Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries. Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the decorating within the Owner's Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. The interior and exterior surfaces of all windows and doors forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items, visible on the exterior of the building, shall be subject to the rules and regulations of the Association.
- (2) To maintain and repair all windows, doors, vestibules, and entry-ways within the Owner's Unit and all associated structures and fixture therein which are appurtenances to the Owner's Unit. The foregoing includes, without limitation, the Unit Owner's responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances;
- (3) To perform the Owner's responsibilities in such manner so as not to unreasonably disturb other Owners and persons residing within the Condominium Property;
- (4) Not to paint or otherwise decorate or change the appearance of any outside portion of the Condominium Property not within the interior of the Unit, unless the prior written consent of the Association or Grantor is obtained;
- (5) To promptly report to the Association or its agent or agents any defect or need for repairs, the responsibility for the remedying of which is with the Association; and

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- (6) To maintain the exterior of the Unit as needed or pursuant to maintenance schedules adopted by the Association. In the event that a Unit Owner fails to properly maintain the exterior of the Owner's Unit as required, the Association shall have the right, upon 45 (forty-five) days written notice to the Owner, setting forth the nature and extent of the maintenance, repair, or replacement, as the case may be, needed to be done, to cause the maintenance, repair or replacement to be accomplished, with the expense therefore to be billed to the Unit Owner and if not paid within 10 (ten) days, shall become a lien on the Unit to the same extent as all Common Area Expenses pursuant to Article XIV-E of this Declaration.
- C. Separate Mortgages of Units. Each Owner shall have the right to mortgage and/or encumber the Owner's own respective Unit together with the Owner's respective ownership interest in the Common Areas and Facilities and each such bona fide mortgage and/or encumbrance shall include any subsequently acquired interest, be it legal, equitable, contractual, or mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except the Owner's own Unit and the Owner's own respective ownership interest in the Common Areas and Facilities as aforesaid.
- D. Separate Real Estate Taxes. Each Unit and its percentage interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Owner but are taxed to the Condominium Property as a whole, then each Owner shall pay the Owner's proportionate share thereof in accordance with the Owner's respective percentage of ownership interest in the Common Areas and Facilities as determined by Grantor.
- E. Construction Defects. The obligations of the Association of the Owners to repair, maintain, and replace the portions of the Condominium Property for which the Owners are respectively responsible shall not be limited, discharged, or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of repair, maintenance, or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.
- F. Limited Warranty. Grantor shall and does hereby furnish a one (1) year warranty in connection with the sale by Grantor of any Unit, which one-year warranty covers the full cost of labor and materials for any repair or replacement of the roof or structural components and the mechanical, electrical or plumbing elements which are part of the Common Area of the Building which are part of the Condominium Property as a whole, which repairs or replacement are occasioned





or necessitated by defect in material and workmanship to the aforesaid items and the within warranty shall commence on the date that the first deed or other evidence of ownership is filed for record for the sale of a Unit, which sale shall be made by Grantor or developer in good faith for value, provided, however, the warranty set forth for common elements shall commence if additional property is added to the Condominium Property as permitted pursuant to the terms of the Declaration on the date and deed or other evidence of ownership is filed for record for the sale of a Condominium ownership interest in the additional property and said extension of the warranty shall relate only to the additional property. Grantor shall and does hereby furnish to the Unit Owner a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of the structural, mechanical, and other elements pertaining to each Unit within the Condominium Property occasioned by defect in material and workmanship, and such warranty shall commence on the date that the first deed or other evidence of ownership for the sale of the unit is filed for record, which sale shall be made by Grantor or Developer in good faith for value, provided, however, in the event additional property is added to the Condominium Property as permitted pursuant to the Declaration then, with respect to such additional property, such one-year warranty shall commence on the date that the deed or other evidence of ownership is filed for record with respect to the additional property. With respect to ranges, refrigerators, hot water heaters, and similar appliances installed and furnished by Grantor as part of the Unit, Grantor shall and does hereby assign to the purchasing Unit Owner all of the express and implied warranties of the manufacturer and such assignment shall and does hereby satisfy Grantor's obligation to provide a one-year warranty for those items and with respect to such appliances, Grantor's warranty shall be limited solely and exclusively to the installation thereof. Grantor shall and does hereby transfer and assign without recourse to the Unit Owner and to the Association all other warranties which exceed the time periods set forth herein with respect to the warranties required to be made by Grantor pursuant to the applicable provisions of the Condominium Law.

- G. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible 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 any construction guarantee or insurance coverage shall not excuse any delay by the Association or any Owner in performing its or the Owner's obligations hereunder.

### XIII. EASEMENTS

- A. Encroachments. In the event that by reason of the construction, settlement or shifting of the building or any part thereof or by reason of the partial or total destruction and rebuilding of the building and/or any part of the Condominium



Property, or if any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be established in favor of the Owner of any Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of the unit Owner.

- B. Maintenance Easements. The Owner of each Unit shall be subject to easements for access established hereby arising from necessity of maintenance or operation of the entire Condominium Property or any part thereof.
- C. Easements for Drives, Utilities and Roadways. The roadway, drive, land, and utility easement systems installed by Grantor within the Condominium Property are and will be an integrated, interdependent, and continuous system of private roadways and drives and utility easements for the use and benefit of the Condominium Property and each Unit Owner therein and for the orderly development and ownership of any addition to the Condominium Property and in connection with said orderly development Grantor has heretofore granted, reserved, and excepted certain non-exclusive easements and rights-of-way for roadways, drives, sanitary sewers, storm sewers, and or for other utility services and/or other services (including without limitation thereto, water, gas, electricity, and telephone) in, on, under, and/or over the Premises and the roadways, drives, easements, water mains, sewers, and other utility services provided and/or to be provided for and/or on the Premises herein and/or the extensions and/or connections of any and all of the same in order that the same be part of said continuous system of roadways, drives, and easements for the Condominium Property. The Association and the Owners hereby are assigned, assume, and shall perform all rights, duties (including, without limitation, Grantor's obligations to keep in good repair and/or maintain said roadways, drives, sewer, and sanitary systems and easements) and privileges of Grantor under such easements with respect to the Premises herein, including Grantor's rights, duties, obligations, and privileges with respect to the entire system of roadways, utility easements, and services which are the subject hereof and/or of said Easement Agreements, whether the same are on or beyond the limits of the Condominium Property, and the Association and the Owners shall pay its and their share of the total cost of performing and/or assuming performance of and/or cooperating and/or contributing in performance of Grantor's said duties, obligations, and/or liabilities with respect thereto; and each and every Owner's interest in the Owner's respective Unit and/or in the Common Areas and Facilities associated with such Unit and/or any and all parts of the Condominium Property shall be subject thereto. The Grantor, for a term of seven (7) years or until the Grantor is no

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longer a Unit Owner, whichever event is the first to occur, and thereafter the Association may hereafter grant easements on behalf of the Owners to entities for utility purposes and drive or roadway purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair, and replace drives, roadways, floors, ramps, water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, and on any portion of the Common Areas and Facilities including without limitation the Limited Common Areas within the Condominium Property; and each Unit Owner hereby grants, and the transfer of title to an Owner to the Unit shall be deemed to grant, to the Grantor and/or Association, as the case may be, an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate any and all of the foregoing, including in connection with the Association's and/or Owners' obligations to perform said Easement Agreement, and the Unit Owner and the Association for a period of seven (7) years or until the Grantor is no longer a Unit Owner, whichever event shall first occur, grants to Grantor an irrevocable power of attorney, which is coupled with an interest, to execute such Easement Agreements on behalf of the Association and Unit Owners.

- D. Reservation of Temporary Easements. For a period of seven years or for the maximum period permitted under the Condominium Law, whichever period is less, temporary easements in favor of the Grantor are hereby reserved in, on, under and/or over the Premises for the benefit of all or part of the Remaining Parcel or the Additional Parcel and the Owners (including Grantor) of such property, for reasonable access to construct buildings, to repair buildings and to make other improvements on all or part of the Remaining Parcel or the Additional Parcel to install, lay, maintain, repair, and replace utility conduits and lines for the purpose of providing all available utility services thereto, and to add to the building and other improvements on property such buildings and other improvements on all or part of the Remaining Parcel or the Additional Parcel as Grantor may determine. Non-exclusive temporary easements in favor of Grantor for the same period set forth in the first sentence of Article XIII-E hereof are hereby reserved in, on, under, and/or over the Premises (Parcel 1) for the benefit of all or part of the Remaining Parcel or the Additional Parcel and the Owners, including Grantor, of such property for ingress and egress of pedestrian and vehicular traffic over all roadways, drives, and/or walks located on the Premises during the construction of said improvements on all or part of the Remaining Parcel or the Additional Parcel.
- E. Modification and Amendment of Easement. Grantor shall and does hereby reserve the right to modify, amend, extend or relocate any and all of the easements which are established, granted, or reserved upon, through, or over the part of the Premises for roadways, drives, lands, and utility purposes, and in furtherance thereof, each Unit Owner, by acceptance of title to a Unit, shall and does hereby grant to Grantor, its successors, and assigns, an irrevocable power of

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attorney to execute, acknowledge, and record for and in the name of each Owner and for and in the name of the Association such instruments, documents, and papers as may be necessary to effectuate any and all of the foregoing rights hereby reserved to Grantor, its successors, and assigns.

- F. Easements to Run With Land. All easements and rights described herein are appurtenant running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Grantor, its successors and assigns, and any and all other persons having an interest in the Premises, or any part or portion thereof.
- G. Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered along with the Unit.

#### XIV. ASSESSMENTS AND LIEN OF ASSOCIATION

- A. General. Assessments for the maintenance, repair, and insurance of the Common Areas and Facilities and for the insurance of the Units and for other general and or specific maintenance and/or operating expenses shall be Common Expenses, and together with the payment of other Common Expenses, shall be made in the manner provided herein and in the manner provided in the By-Laws.
- B. Utilities. Each Owner shall pay for the Owner's own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company.
- C. Division of Common Profits and Common Expenses. In connection with the operation of Condominium Property, the Common Expenses shall be assessed against each Owner, and the Common Profits shall be divided among the Owners in a proportion which is equal to the percentage of interest of the respective Owner in the Common Areas and Facilities as specifically set forth in Article VI-A of the Declaration and Exhibit C attached hereto as the same may be amended.
- D. Non-Use of Facilities. No Owner may exempt the Owner from liability for the Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of the Owner's Unit.
- E. Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof and its percentage of interest in the Common Areas and Facilities, for the payment of the portion of the Common Expenses chargeable against such Unit which remain unpaid for 10 (ten) days after the same have become due and payable or for the unreimbursed cost of maintenance repair

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or replacement pursuant to Article XIIB(6) of this Declaration, as the case may be, from the time a certificate therefor subscribed by the President or other authorized officer of the Association is filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of Managers of the Association. In addition to such unpaid assessment or unreimbursed maintenance, repair, or replacement expense, the lien to the Association shall also secure reasonable attorney's fees and costs incurred by the Association in the collection of the delinquent assessments. Such certificates shall contain a description of the Unit, the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the Common Expenses. Such lien shall remain valid from the time of filing thereof until released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of the Owner's ownership or occupant's use or occupancy of a Unit together with reasonable attorney's fees and the cost of collection.

- F. Priority of Association's Lien. The lien provided for in Article XIV-E shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes, and assessments and liens of a bona fide first mortgages which have been therefore filed for record and any equity mortgages filed for record and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by the President or other officer of the Association pursuant to the authority given the officer of the Board of Managers of the Association.
- G. Dispute as to Common Expenses. Any Owner who believes that the portion of Common Expenses chargeable to the Owner's Unit for which a certificate of lien has been filed by the Association has been improperly charged against the Owner or the Owner's Unit may bring an action in the Court of Common Pleas for Summit County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the Common Expenses has been improperly charged to such Owner or the Owner's Unit, the court shall make such order as is just which may provided for a discharge of record of all or a portion of such lien, by the Owner's expenses of such action shall be paid by the Owner, and the Association shall have no liability in connection therewith.
- H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit except for a deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against Grantor and Grantor's Unit for the Owner's 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

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of all unpaid assessments against the Grantor due to the Association, and such Grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "Grantor" shall include a descendant and "Grantee" shall include a legatee or intestate heir of said descendant.

- I. Grantor's Obligations. From and after the date that the Declaration is filed for record, Grantor shall assume the rights and obligations of a Unit Owner in its capacity as an Owner of Condominium property not yet sold, including without limitation thereto the obligation to pay Common Expenses attributable to the Units not sold.

XV. HAZARD INSURANCE

- A. Association's Responsibility, Fire, and Extended Coverage Insurance. The Association, as a Common Expense, shall obtain for the benefit of all Owners insurance (hereinafter referred to as the "Association Insurance") on the Common Area and Facilities against loss or damage by fire, lightning, and such perils as are included within the term "extended coverage", vandalism, and malicious mischief in an amount not less than 90% (ninety percent) of the replacement value thereof. All policies of insurance shall name at the request of any mortgagee of any Unit the mortgagee of the Unit as the Mortgagee's interest may appear. The Association Insurance shall be written in the name of and the proceeds thereof shall be payable to the Association as Trustee of the Owners in accordance with the percentage of ownership in the Common Areas and Facilities set forth in Article VI-A of the Declaration as the same may be amended. The Association Insurance policy may contain at the request of any mortgagee an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit and shall also provide that any mortgagee who hold mortgages on more than 50% (fifty percent) of the Units shall be consulted in adjusting claims under such insurance.
- B. Owners Responsibility to Insure. Each Owner shall be responsible to and shall obtain on such Owner's Unit and its appurtenant limited common area a policy of insurance against loss or damage by fire, lightning, and such perils as are included within the term "extended coverage", vandalism, and malicious mischief in an amount not less than the full replacement value thereof. The Association along with any mortgagee of any Unit shall be named as an additional insured under such policy. Each Owner shall furnish the Association with a copy of the insurance certificate evidencing such insurance in effect. In the event that any Owner fails or neglects to obtain or maintain in effect the foregoing policy of insurance, the Association shall be entitled to make a written demand on such Owner to acquire or reinstate, as the case may be, such a policy, and if the Owner fails to do so within three (3) days after date of such notice, the Association shall acquire such insurance on behalf of such Owner and bill the premiums therefore back to the Owner, and if not paid within 10 (ten) days after such billing, shall be

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subject to becoming a lien on the Unit pursuant to Article XIV-E of this Declaration.

- C. Restoration of Damage or Destruction. In the event of damage to or destruction of one or more Units but less than 50% of the Units, the damaged or destroyed Units shall be repaired or replaced by the Owner, as the case may be, to the original condition or as close to original condition as possible using materials and fixtures identical to or as nearly identical to as possible to the original Unit or units. Regardless of whether or not each Owner is required to or actually does maintain the policy of hazard insurance described in Article XV-B, each Owner is individually responsible to repair or replace such Owner's Unit as described above in the event such Unit is damaged or destroyed by any reason.

#### XVI. LIABILITY INSURANCE

The Association, as a Common Expense, shall insure itself, the Board of Managers, all Owners and members of their respective families, and the other persons residing families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury, disease, illness, death, and injury to or destruction of property occurring upon, in, about, or arising from the Condominium Property, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to a 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 Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one incident. Such policy or policies of insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units, or Limited Common Areas and Facilities. Each Owner shall be responsible for the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as provided in this Declaration.

#### XVII. REHABILITATION AND RENEWAL OF PROPERTY

The Association as provided by Ohio Revised §5311.14 may repair damages or destruction to any of the common areas of the Condominium Property.

The Association may promulgate rules for the maintenance of the exterior of units by appropriate modification to the Bylaws but shall require sufficient notice to the Unit Owner to correct or repair any required maintenance.

Any failure by the Unit Owner to correct or repair any required maintenance which requires the Association to complete said maintenance and incur cost will result in a lien on the Unit.

#### XVIII. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS



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- A. Abatement and Enjoinment. The violation of any restriction or condition, rule, or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board of Managers, in addition to the rights hereinafter set forth in this Article XVIII, the right to execute the following:
- (1) To enter upon the Condominium Property or Unit or any portion thereof upon which or as to which such violation or breach exist and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers or its Agent shall not be thereby deemed guilty in any manner of trespass; or
  - (2) To enjoin, abate, or remedy at the cost of the Unit Owner by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- B. Involuntary Sale. If any Owner (either by the Owner's own conduct or by the conduct of any other occupant of the Owner's Unit) shall violate any of the covenants, restrictions, or provisions of the general law, the Condominium Act, this Declaration, the By-Laws, and/or the rules and regulations adopted by the Board of Managers of the Association, and such violation shall continue for 30 (thirty) days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Managers to cure such violation, the Board of Managers shall have the power to issue to the defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the Owner's Unit. The action may pray for a decree of mandatory injunction against the Owner or occupant subject to the prior consent in writing of any mortgagee having a mortgage or security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use, or control the Unit owned by Owner on account of the breach of covenant, and ordering that all the right, title, and interest of the Owner in the Unit and Condominium Property be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting Owner directly or indirectly from reacquiring the Owner's interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charge, reasonable attorneys' fees, real estate taxes and assessments and all other expenses of the proceeding, and all such items shall be taxes against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments and any other liens, may be paid to the

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Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance 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 purchase shall take the interest in the Unit sold subject to the Condominium Law, this Declaration, the By-Laws and/or rules and regulations adopted by the Board of Managers of the Association.

**XIX. SALE, LEASE, RENTAL OR OTHER DISPOSITION.**

- A. Sale or Lease. Subject to the conditions and limitations contained in this Declaration, all Owners of Units may sell, lease, give, transfer or devise the Owner's Unit at such prices and upon such terms and provisions as the Owner shall determine, but such sale, lease, gift, transfer or devise shall be subject to this Declaration, the By-Laws and/or rules and regulations adopted by the Board of Managers of the Association.
- B. Payment of Default. In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against the Owner's Unit, the Board of Managers shall have the right (but not the obligation) to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XIV of this Declaration. Such lien shall earn interest at the greater of 12% (twelve percent) per annum or the maximum interest allowable by law.

**XX. ADDITIONS TO CONDOMINIUM PROPERTY**

- A. Additional Parcels. Grantor hereby reserves the rights and options for a period of seven (7) years from and after the date of the filing of the Declaration for record to do all or any of the following with respect to the property described herein as the Remaining Parcel and the Additional Parcel and the maximum number of Units and the requirements, if any, of architectural compatibility with the Condominium Property if all or part of the Remaining Parcel or the Additional Parcel is added to Condominium Property is set forth on the Drawings. During said seven (7) year period, Grantor shall have the right to submit all or any part of the Remaining Parcel or the Additional Parcel and all easements, rights, and appurtenances thereunto belonging and all articles of personal property incident thereto and thereon to the provisions of the Declaration and Condominium Law thereby causing the same to be part of the Condominium Property and the rights reserved to the Grantor herein may be exercised as to all or any part of the Remaining Parcel or the Additional Parcel. Grantor has no obligation to make the units so added in the Remaining Parcel or the Additional Parcel substantially identical to the Units described in the Declaration or to each other, and there is no limitation upon Grantor as to the nature or type of units, if any, which may be





added to all or any part of the Remaining Parcel or the Additional Parcel. Grantor has the right to establish other limited common areas and facilities within any portion of the Remaining Parcel or the Additional Parcel, if and when the same is added to the Condominium Property or designate other common areas and facilities within all or any part of the Remaining Parcel or the Additional Parcel in such manner and at such times and at such times and in such sizes, types, and maximum numbers as Grantor, in Grantor's discretion, shall determine, but subject to the limitations shown on the Drawings as to the maximum number of units which may be added on the Remaining Parcel or the Additional Parcel. All of the remaining parts of the Remaining Parcel or the Additional Parcel will be used, if developed, by Grantor as residential dwellings, but nothing contained herein shall obligate Grantor to develop additional condominium units upon all or any part of the Remaining Parcel or the Additional Parcel and, if all or any part of the Remaining Parcel or the Additional Parcel is sold by Grantor, the same shall be sold free of all restrictions with respect to the portion of the Remaining Parcel or the Additional Parcel so sold, and the purchaser thereof, if for valuable consideration, shall have the full and absolute right to use the portion of the Remaining Parcel or the Additional Parcel or the Additional Parcel shall be used, if developed by Grantor, for residential purposes, whether as single-family residence, condominium units, or other residential facilities, and for facilities necessary or appurtenant to residential facilities. Grantor further reserves the right to amend the Declaration as provided in this Articles XX and IX of the Declaration in order to provide without limitation for the submission of and the inclusion of all or any part of the Remaining Parcel or the Additional Parcel and the improvements constructed thereon which Grantor desires to have included in this Declaration and the Condominium Act as part of the Condominium Property as and so that part of the Remaining Parcel or the Additional Parcel shall become a part of the Condominium Property. The right hereby reserved to Grantor for said seven (7) year period to amend the Declaration from time to time to permit for the inclusion of all or any part of the Remaining Parcel or the Additional Parcel to the Condominium Property shall likewise include the right to establish legal descriptions for the various parts of the Remaining Parcel or the Additional Parcel so that thereof which Grantor desires to submit to the declaration and the Condominium Act and to become part of the Condominium Property is so included and further to amend the Drawings so as to include such parts of the Remaining Parcel or the Additional Parcel and the buildings and improvements situated thereon and such amendments shall permit for the addition and combination of the Common Areas and Facilities to be combined with the Common Areas and Facilities shown on the Drawings with the Common Area and Facilities which are part of the Remaining Parcel or the Additional Parcel to be submitted to this Declaration and the Condominium Act. Notwithstanding the foregoing, Grantor shall have no obligation to submit all or any part of the Remaining Parcel or the Additional Parcel to this Declaration and/or to the Condominium Act, and Grantor shall have the right to establish separate additional condominiums or other residential developments for all or any part of the Remaining Parcel or the Additional Parcel or otherwise use, deal and/or

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develop all or any part of the Remaining Parcel or the Additional Parcel, but subject only to the limitations contained herein. The addition of all or any part of the Remaining Parcel or the Additional Parcel added to the Condominium Property are not mandatory on the Grantor and the Grantor shall have no obligation to have the Remaining Parcel or the Additional Parcel added to the Condominium Property nor shall Grantor have any obligation to have the buildings constructed or to be constructed upon all or any part of the Remaining Parcel or the Additional Parcel to be architecturally compatible with the Condominium Property and the buildings situated thereon.

The seven (7) year period during which Grantor has the right to add all or any part of the Remaining Parcel or the Additional Parcel to the Condominium Property may be renewed for an additional seven-year period at the option of Grantor, exercised within six(6) months prior to the expiration of the original seven-year period with the prior consent of a majority of the Unit Owners of the Condominium Property; provided, however, that in determining a majority vote of the Unit Owners of the Condominium Property the Units owned by the Grantor or the Developer shall not be permitted to vote nor shall the same be counted in determining such majority. Grantor has no other obligation to add any additional property to the Parcel the Grantor is not subject to any limitations as to the times when the Remaining Parcel or the Additional Parcel or part thereof shall be added to the Condominium Property except for the seven-year limitation set forth herein, nor shall Grantor have any obligation to have the buildings constructed on the Remaining Parcel or the Additional parcel architecturally compatible or similar to the structures which are a part of the Condominium Property or to those in each other in terms of quality of construction, principal materials to be used, architectural style, and/or price, the Grantor has no obligation regarding any of the foregoing and Grantor shall have the right during said seven-year periods to use its sole and absolute discretion as to the addition of the Remaining Parcel or the Additional Parcel to the Condominium Property.

- B. Consent of Owners. Grantor, on its own behalf, as the initial Owner of all Units in the Condominium Property, and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and/or the Owner's mortgagees, by acceptance of a deed conveying such ownership interest and/or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves of all of the provisions of this Article XX including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in this Article XX and/or in Article IX of the Declaration, and all such Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as Grantor deems necessary and/or request to effectuate any and/or all of said provisions.
- C. Grant of Power of Attorney. Each Owner and the Owner's respective mortgagees, by acceptance of a deed conveying an ownership interest and/or a mortgage





encumbering such ownership interest, as the case may be, hereby irrevocably appoints and designates Grantor (and/or any successor and/or designee of Grantor) an attorney-in-fact, such appointment and designation being coupled with an interest and hereby authorized, directs and empowers such attorney-in-fact at the option of such attorney-in-fact, in the event that Grantor exercises the rights and options reserved in this Article XX to add the Remaining Parcel or the Additional Parcel or any part thereof and the improvements constructed thereon to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of each such Owner and/or mortgagee an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, their consents to such amendment or amendments.

## XXI. MISCELLANEOUS PROVISIONS

- A. Acceptance of Deed. By the acceptance of a deed of conveyance, each grantee of Grantor and their respective successors and assigns accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by the Condominium Law, this Declaration, the By-Laws, all conditions, restrictions, and easements of record, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and/or Unit and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- B. Termination of Rights. In the event of and upon the removal of the Condominium Property from the provisions of the Condominium Law, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land and/or any Unit shall terminate and be of no further force or effect.
- C. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and/or the By-Laws 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.
- D. Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration and/or By-Laws 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 and/or the By-Laws.
- E. Rule Against Perpetuities. If any of the privileges, covenants, and rights created by this Declaration and/or the By-Laws shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provisions; (2) the



rule restricting restrains 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 Robert Kennedy, former United States senator from New York.

- F. Ownership of Units by Grantor. So long as said Grantor, its successors, and/or assigns, owns one or more of the Units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of the Condominium Law, this Declaration, and the By-Laws; and said Grantor covenants to take no action which would adversely affect the right of the Association with respect to assurances against latent defects in the Condominium Property or other right assigned to the Association by reason of the establishment of the Condominium Property, but shall have the specific rights reserved to himself as contained in this Declaration and the By-Laws.
- G. Non-Liability of Grantor. Except as is specifically provided in Section 5311.25 of the Ohio Revised Code, neither Grantor, nor its representative, successors, or assigns, nor any of Grantor's Agents, nor the Affiliates of the developer shall be liable for any claim whatsoever rising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the Condominium Law, this Declaration and/or the By-Laws or in the capacity of Grantor (or his representative, agent, affiliate, or developer) as developer, contractor, owner, manager, or seller of Condominium Property whether or not such claim: (1) shall be asserted by any Owner, occupant, 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 delicto*. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair, or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).
- H. Headings. The headings to each Article and to each Section of the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Declaration nor in any way affect this Declaration.
- I. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of establishing a uniform plan for the establishment and operation of a first class condominium development.

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- J. Interchangeability of Terms. The singular of any word shall also include the plural of such word, and the masculine, feminine, and neuter genders shall be used interchangeably.
- K. Purchaser's Deposits. Grantor agrees that any deposit or down payment made by any Unit Owner to Grantor or to the Developer who acquires title to the Unit from Grantor or the Developer shall be held by the Escrow Agent or the recipient thereof until delivered at the settlement or returned to or otherwise credited to that purchaser or forfeited, and if such deposit or down payment is \$2,000.00 or more is held for more than 90 (ninety) days, interest at a rate of not less than 4% (four percent) per annum for any period which exceeds 90 days on the deposit of \$2,000.00 or more shall be credited to the purchaser of the Unit at the settlement or returned or otherwise credited to the purchaser or added to any amount forfeited with respect to such sale.
- L. Corrections. Grantor reserves the right to make amendments to the Declaration, By-Laws, and Exhibits to correct any scrivener's error or other inadvertent error so long as such correction does not adversely effect any Unit Owner. Further, Grantor reserves the right at any time or times to amend the Declaration and By-Laws in any manner whatsoever by addition, deletion or modification to permit the Declaration and By-Laws to comply with any law, rule, or regulation now or hereafter adopted by any federal, state, or local governmental authority including the Condominium Law and laws and regulations so as to permit the Units to be mortgaged with a financial institution whose mortgages are or may be insured by a governmental agency, authority, or instrumentality. In furtherance of the foregoing rights reserved to Grantor, each Unit Owner and each Unit Owner's respective successors and assigns and each successive transferee of a Unit Owner shall and does hereby irrevocably grant to Grantor and his successor in interest and title irrevocable special power or attorney and right to execute for and on behalf of the Association, Unit Owner, and the Unit Owner's successor in title, all documents, instruments, and forms as may be necessary to effectuate the amendments and modifications permitted pursuant to this Article XX-L.
- M. Interest. All amounts due from any Unit Owner to the Association which are not paid when due or within 30 (thirty) days thereafter shall bear interest at the highest rate of interest then permissible under the laws of the State of Ohio on loans made to individuals and, if there is no such rate established, then at an interest rate equal to 10% (ten percent) per annum.
- N. No Personal Liability. No officer, shareholder, or director of Grantor shall have any personal liability for the performance by Grantor of any term, provision, or condition of this Declaration, and any liability of Grantor shall be limited to Grantor's ownership interest in the Condominium Property and the net profits actually received by Grantor therefrom, and each Unit Owner shall and does by the acceptance of the Owner's deed for the Unit waive any right which such Owner shall have against Grantor with respect to the Grantor's performance or



JAMES B MCCARTHY SUMMIT CO AUDITOR

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observance of any term, condition, or provision of the declaration which exceeds the limitations contained herein.

IN WITNESS WHEREOF the Grantor has executed this instrument at Akron, Ohio, on the 16 day of October, 2000.

Signed and acknowledged  
in the present of:

SAVET M. VENARGE

JEFFREY D. WINDON  
SAVET M. VENARGE

**"GRANTOR"**

Villas at Chapel Hill - Summit County, LLC

By: Karl S. Balla

Its:

Title: President Member/Manager



STATE OF OHIO )  
COUNTY OF Summit ) SS.

The foregoing instrument was acknowledged before me this 16 day of October 2000, by KARL S. BALLA, the Member Manager of Villas at Chapel Hill, an Ohio Limited Liability Company, on behalf of the Company.

Jeffrey D. Windon  
Notary Public  
JEFFREY D. WINDON, Attorney at Law  
Notary Public - State of Ohio  
My commission has no expiration date  
Sec. 147.04 R.C.



This Instrument Prepared By:

BUCKINGHAM, DOOLITTLE & BURROUGHS  
1375 E. 9th Street, Suite 1700  
Cleveland, Ohio 44114  
(216) 621-5300

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JAMES B MCCARTHY SUMMIT CO AUDITOR CONDO 508.00

## EXHIBIT A

**Villas at Chapel Hill  
Tallmadge, Ohio****Legal Description  
Parcel**

Situated in city of Tallmadge, County of Summit, State of Ohio and being known as part of Original Tallmadge Township Lot No. 2 and more definitely described as follows:

Beginning at the intersection of the centerline of Starr Line Drive (50 feet Right-of-Way) and the centerline of West Howe Road (66 feet Right-of-Way) at a one-inch iron pin found within a monument box;

Thence North  $89^{\circ}25'42''$  West along said centerline a distance of 916.19 feet to a one-inch iron pin found within a monument box;

Thence South  $00^{\circ}37'03''$  West a distance of 40.00 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL" and being the Principal Place of Beginning;

Course 1: Thence South  $89^{\circ}25'42''$  East along the southerly line of West Howe Road a distance of 325.01 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 2: Thence along a curve bearing to the right having a radius of 25.00 feet,  $\Delta$   $89^{\circ}58'02''$ , length of 39.26 feet, D of  $229^{\circ}10'59''$ , a chord of 35.35 feet, and a chord bearing South  $44^{\circ}25'53''$  East to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 3: Thence South  $00^{\circ}33'56''$  West along the west line of South Ridgecliff Street, (60 feet Right-of-Way) a distance of 111.14 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 4: Thence along a curve bearing to the left having a radius of 496.50 feet,  $\Delta$   $29^{\circ}58'14''$ , length of 259.72 feet, D of  $11^{\circ}32'24''$ , a chord of 256.77 feet, and a chord bearing South  $14^{\circ}25'15''$  East to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 5: Thence South  $50^{\circ}56'00''$  West a distance of 138.28 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 6: Thence South  $00^{\circ}31'57''$  East a distance of 695.19 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 7: Thence North  $89^{\circ}25'42''$  West a distance of 634.00 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";





Course 8: Thence North 00°31'09" West a distance of 1168.02 to a 5/8 inch iron rebar set with cap stamped "BRAMHALL" on the south line of West Howe Road (73 feet Right-of-Way);

Course 9: Thence South 89°21'47" East along the southerly line of West Howe Road a distance of 332.90 feet to the Principal Place of Beginning.

Containing within said bounds 17.6193 acres of land, more or less, but subject to all legal highways as surveyed by Bramhall Engineering and Surveying Company, Inc. in September, 2000. All bearings are to an assumed meridian and are intended to describe angles only.





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**Villas at Chapel Hill  
 Tallmadge, Ohio**

**Legal Description  
 Phase One**

Situated in city of Tallmadge, County of Summit, State of Ohio and being known as part of Original Tallmadge Township Lot No. 2 and more definitely described as follows:

Beginning at the intersection of the centerline of Starr Line Drive (50 feet Right-of-Way) and the centerline of West Howe Road (66 feet Right-of-Way) at a one-inch iron pin found within a monument box;

Thence North 89°25'42" West along said centerline a distance of 916.19 feet to a one-inch iron pin found within a monument box;

Thence South 00°37'03" West a distance of 40.00 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL" and being the Principal Place of Beginning of the land herein described;

Course 1: Thence South 89°25'42" East along the southerly line of West Howe Road a distance of 325.01 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 2: Thence along a curve bearing to the right having a radius of 25.00 feet, Δ of 89°58'02", length of 39.26 feet, D of 229°10'59", a chord of 35.35 feet, and a chord bearing South 44°25'53" East to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 3: Thence South 00°33'56" West along the westerly line of South Ridgedcliff Street (60 feet Right-of-Way) a distance of 111.14 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 4: Thence along a curve bearing to the left having a radius of 496.50 feet, Δ of 29°58'14", length of 259.72 feet, D of 11°32'24", a chord of 256.77 feet, and a chord bearing South 14°25'15" East to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 5: Thence South 50°56'00" West a distance of 138.28 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 6: Thence South 00°31'57" East a distance of 695.19 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Course 7: Thence North 89°25'42" West a distance of 358.04 feet to a point;

Course 8: Thence North 00°08'06" West a distance of 226.96 feet to a point;



- Course 9: Thence North  $01^{\circ}50'42''$  West a distance of 44.04 feet to a point;
- Course 10: Thence along a curve bearing to the right having a radius of 40.00 feet,  $\Delta$  of  $77^{\circ}26'16''$ , length of 54.06 feet, D of  $143^{\circ}14'22''$ , a chord of 50.04, and a chord bearing North  $51^{\circ}22'24''$  West to a point;
- Course 11: Thence North  $02^{\circ}00'40''$  East a distance of 244.17 feet to a point;
- Course 12: Thence North  $00^{\circ}05'45''$  East a distance of 255.17 feet to a point;
- Course 13: Thence North  $03^{\circ}47'19''$  East a distance of 114.05 feet to a point;
- Course 14: Thence North  $00^{\circ}36'30''$  West a distance of 229.64 feet to a point;
- Course 15: Thence North  $89^{\circ}21'47''$  West a distance of 126.56 feet to a point;
- Course 16: Thence South  $00^{\circ}05'17''$  West a distance of 234.43 feet to a point;
- Course 17: Thence along a curve bearing to the right having a radius of 10.00 feet,  $\Delta$  of  $82^{\circ}55'56''$ , length of 14.47 feet, D of  $212^{\circ}57'28''$ , a chord of 13.24 feet, and a chord bearing South  $41^{\circ}42'25''$  West to a point;
- Course 18: Thence South  $86^{\circ}32'22''$  West a distance of 121.57 feet to a point;
- Course 19: Thence North  $00^{\circ}31'09''$  West a distance of 276.16 to a 5/8 inch iron rebar set with cap stamped "BRAMHALL" on the south line of West Howe Road (73 feet Right-of-Way);
- Course 20: Thence South  $89^{\circ}21'47''$  East a distance of 332.90 feet along the southerly line of West Howe Road to the Principal Place of Beginning.
- Containing within said bounds 11.6105 acres of land, more or less, but subject to all legal highways as surveyed by Bramhall Engineering and Surveying Company, Inc. in September 2000. All bearings are to an assumed meridian and are intended to describe angles only.

Excepting the following parcel

Beginning at the intersection of the centerline of Starr Line Drive (50 feet right-of-way) and the centerline of West Howe Road (66 feet right-of-way) at a one-inch iron pin found within a monument box;



Thence North 89°25'42" West along said centerline a distance of 916.19 feet to a one-inch iron pin found within a monument box;

Thence South 00°37'03" West a distance of 40.00 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Thence North 89°21'47" West a distance of 332.90 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL"

Thence South 00°31'09" East a distance of 23.02 feet to a point;

Thence South 89°21'47" East a distance of 259.43 feet to a point;

Thence South 00°36'30" East a distance of 79.18 feet to a point;

Thence North 89°23'30" East a distance of 25.00 feet to a point and the principal place of beginning;

COURSE 1. Thence South 89°47'44" East a distance of 103.81 feet to a point;

COURSE 2. Thence Due South a distance of 148.97 feet to a point;

COURSE 3. Thence North 76°32'05" West a distance of 30.06 feet to a point;

COURSE 4. Thence South 80°23'36" West a distance of 56.41 feet to a point;

COURSE 5. Thence along a curve bearing to the right having a radius of 15.00 feet,  $\Delta$  of 98°59'57", length of 25.92 feet, D of 21°58'19", a chord of 22.81 feet, and a chord bearing North 50°06'25" West to a point;

COURSE 6. Thence North 00°36'30" West a distance of 137.13 to the Principal Place of Beginning

Containing within said bounds 0.3474 acres of land, more or less, but subject to all legal highways as surveyed by Bramhall Engineering and Surveying Company, Inc. in September 2000. All bearings are to an assumed meridian and are intended to describe angles only.







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**Villas at Chapel Hill  
 Tallmadge, Ohio**

**Legal Description  
 Remainder**

Situated in city of Tallmadge, County of Summit, State of Ohio and being known as part of Original Tallmadge Township Lot No. 2 and more definitely described as follows:

Beginning at the intersection of the centerline of Starr Line Drive (50 feet Right-of-Way) and the centerline of West Howe Road (66 feet Right-of-Way) at a one-inch iron pin found within a monument box;

Thence North  $89^{\circ}25'42''$  West along said centerline a distance of 916.19 feet to a one-inch iron pin found within a monument box;

Thence South  $00^{\circ}37'03''$  West a distance of 40.00 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Thence North  $89^{\circ}21'47''$  West along the southerly line of West Howe Road (73 feet Right-of-Way) a distance of 332.90 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Thence South  $00^{\circ}31'09''$  East a distance of 276.16 feet to a point and being the Principal Place of Beginning of the land herein described;

Course 1: Thence North  $86^{\circ}32'22''$  East a distance of 121.57 feet to a point;

Course 2: Thence along a curve bearing to the left having a radius of 10.00 feet,  $\Delta$  of  $82^{\circ}55'56''$ , length of 14.47 feet, D of  $212^{\circ}57'28''$ , a chord of 13.24 feet, and a chord bearing North  $41^{\circ}42'25''$  East to a point;

Course 3: Thence North  $00^{\circ}05'17''$  East a distance of 234.43 feet to a point;

Course 4: Thence South  $89^{\circ}21'47''$  East a distance of 126.56 feet to a point;

Course 5: Thence South  $00^{\circ}36'30''$  East a distance of 229.64 feet to a point;

Course 6: Thence South  $03^{\circ}47'19''$  West a distance of 114.05 feet to a point;

Course 7: Thence South  $00^{\circ}05'45''$  West a distance of 255.17 feet to a point;

Course 8: Thence South  $02^{\circ}00'40''$  West a distance of 244.17 feet to a point

Course 9: Thence along a curve bearing to the left having a radius of 40.00 feet,  $\Delta$  of  $77^{\circ}26'16''$ , length of 54.06 feet, D of  $143^{\circ}14'22''$ , a chord of 50.04 feet, and a chord bearing South  $51^{\circ}22'24''$  East to a point;

Course 10: Thence South 01°50'42" East a distance of 44.04 feet to a point;

Course 11: Thence South 00°08'06" East a distance of 226.96 feet to a point;

Course 12: Thence North 89°25'42" West a distance of 275.96 feet to a point;

Course 13: Thence North 00°31'09" West a distance of 891.86 feet to the Principal Place of Beginning.

Containing within said bounds 6.0088 acres of land, more or less, but subject to all legal highways as surveyed by Bramhall Engineering and Surveying Company, Inc. in September 2000. All bearings are to an assumed meridian and are intended to describe angles only.

Including the following parcel

Beginning at the intersection of the centerline of Starr Line Drive (50 feet right-of-way) and the centerline of West Howe Road (66 feet right-of-way) at a one-inch iron pin found within a monument box;

Thence North 89°25'42" West along said centerline a distance of 916.19 feet to a one-inch iron pin found within a monument box;

Thence South 00°37'03" West a distance of 40.00 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL";

Thence North 89°21'47" West along the southerly line of West Howe Road (73 feet Right-of-Way) a distance of 332.90 feet to a 5/8 inch iron rebar set with cap stamped "BRAMHALL"

Thence South 00°31'09" East a distance of 23.02 feet to a point;

Thence South 89°21'47" East a distance of 259.43 feet to a point;

Thence South 00°36'30" East a distance of 79.18 feet to a point;

Thence North 89°23'30" East a distance of 25.00 feet to a point and the Principal Place of Beginning of the land herein described;

COURSE 1. Thence South 89°47'44" East a distance of 103.81 feet to a point;

COURSE 2. Thence Due South a distance of 148.97 feet to a point;

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COURSE 3. Thence North  $76^{\circ}32'05''$  West a distance of 30.06 feet to a point;

COURSE 4. Thence South  $80^{\circ}23'36''$  West a distance of 56.41 feet to a point;

COURSE 5. Thence along a curve bearing to the right having a radius of 15.00 feet,  $\Delta$  of  $98^{\circ}59'57''$ , length of 25.92 feet, D of  $21^{\circ}58'19''$ , a chord of 22.81 feet, and a chord bearing North  $50^{\circ}06'25''$  West to a point;

COURSE 6. Thence North  $00^{\circ}36'30''$  West a distance of 137.13 feet to the Principal Place of Beginning.

Containing within said bounds 0.3474 acres of land, more or less, but subject to all legal highways as surveyed by Bramhall Engineering and Surveying Company, Inc. in September 2000. All bearings are to an assumed meridian and are intended to describe angles only.



**EXHIBIT B-1  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR VILLAS AT CHAPEL HILL**

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 Villas at Chapel Hill, by reference as Exhibit "A", prepared and bearing the certified statements of Karl S. Balla and Howard F. Bohrer, 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 Summit County, Ohio, simultaneously with the recording of the Declaration.

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**DRAWINGS SHOWING BUILDING DETAILS TO FOLLOW THIS PAGE:**



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JAMES B MCCARTHY SUMMIT CO AUDITOR







# CURVE SCHEDULE

LENGTH	ADIUS	Δ	CHORD	CHORD BEARING
1 14.47'	10.00'	82°25'30"	13.34'	S 41°42'25" W
2 25.02'	13.00'	89°59'37"	22.61'	S 50°04'59" E
3 133.09'	90.00'	89°01'16"	121.63'	S 02°04'07" W
4 84.06'	40.00'	77°28'16"	80.04'	N 01°22'34" E
5 83.71'	40.00'	01°10'07"	87.18'	N 01°22'33" E
6 133.09'	90.00'	89°01'16"	121.63'	S 02°04'07" W
7 132.09'	100.00'	89°03'44"	111.01'	S 02°04'11" W
8 24.70'	25.00'	01°18'12"	24.08'	S 02°04'18" E
9 108.29'	107.00'	01°18'12"	103.80'	S 02°04'18" E
10 108.29'	107.00'	37°18'13"	181.29'	S 22°22'34" W
11 185.69'	187.00'	58°45'16"	345.61'	S 44°10'05" W
12 185.69'	187.00'	58°45'16"	345.61'	S 44°10'05" W
13 172.03'	112.00'	27°00'00"	162.30'	S 44°10'05" W
14 116.02'	207.16'	27°00'00"	117.61'	S 70°51'30" E

## LEGEND OF SYMBOLS

- EXISTING MONUMENT BOR WITH 1" IRON PIN
- PROPOSED MONUMENT BOR WITH 3/4" IRON PIN
- 3/4" IRON PIN SET WITH CAP STAMPED "BRAMHALL"

ACREAGE SUMMARY	
RIGHT-OF-WAY STREET DEDICATION	0.6423 ACRES
UTILITY RIGHT-OF-WAY DEDICATION	1.7131 ACRES
PHASE ONE	9.5500 ACRES
REMAINDER	6.3562 ACRES
TOTAL	18.2616 ACRES

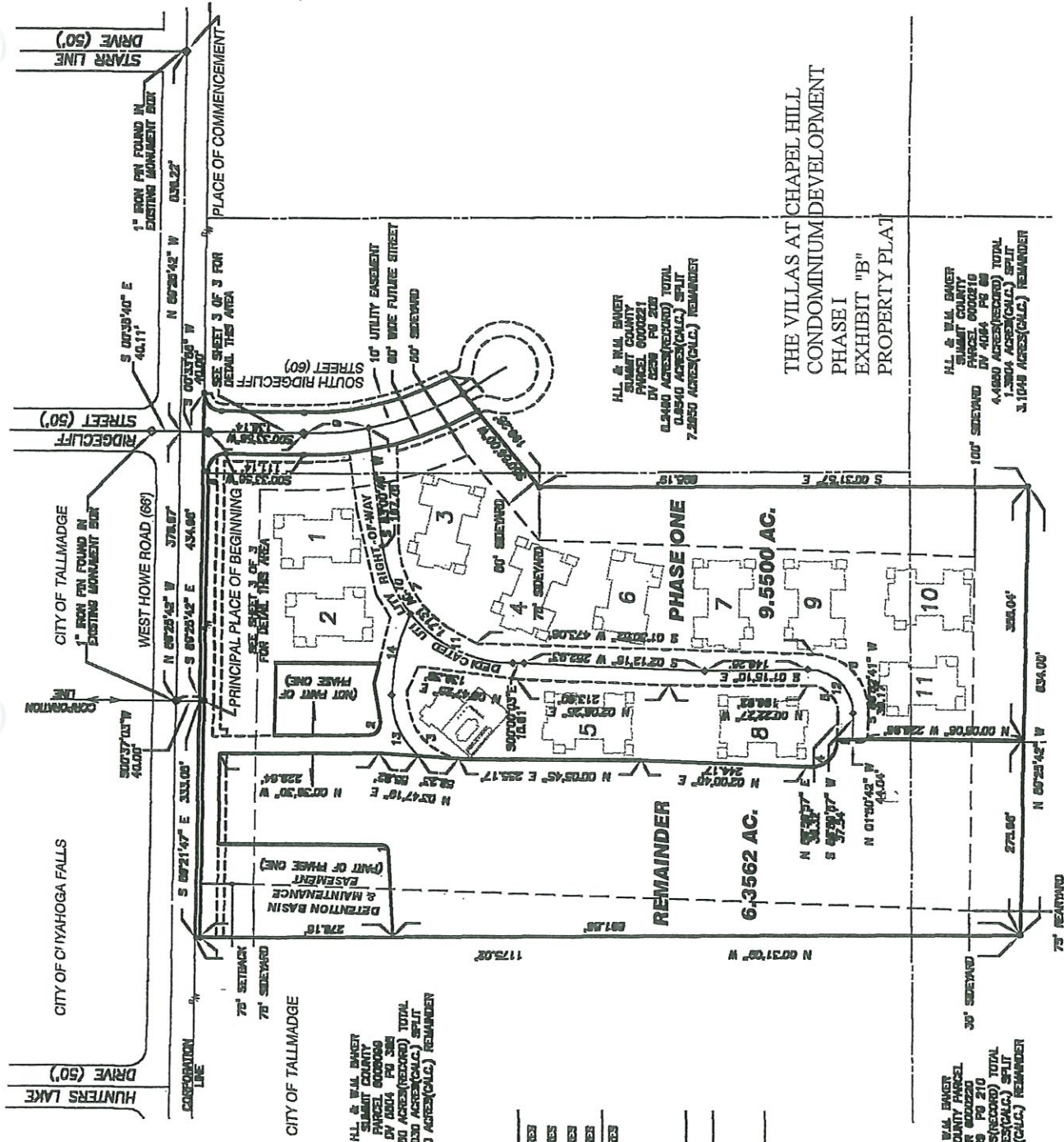
PARCEL SUMMARY			
PER	DIV/PD	IN PLAT	AREA (ACRES)
0000000	0004/200	14.9330	30.8120
0000018	4004/40	1.3004	4.4800
0000220	0000/210	1.0142	4.2170
0000221	0000/200	7.2080	8.4480
TOTAL		18.2616	



BEARINGS SHOWN ARE REFERENCED FROM THE CENTERLINE OF WEST HOWE ROAD WITH AN ASSUMED NORTH AND ARE SHOWN FOR DESCRIBING ANGLES ONLY.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/17/00	ISSUE 0



**BRAMHALL**  
ENGINEERING AND SURVEYING CO., INC.  
37307 HARVEST DRIVE AVON, OHIO 44011  
(440) 934 - 7878 (440) 934 - 7879 FAX

THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I PLAT  
AND BEING PART OF ORIGINAL TALLMADGE TOWNSHIP LOT NO. 2,  
TRACT NO. 6  
CITY OF TALLMADGE, COUNTY OF SUMMIT, STATE OF OHIO







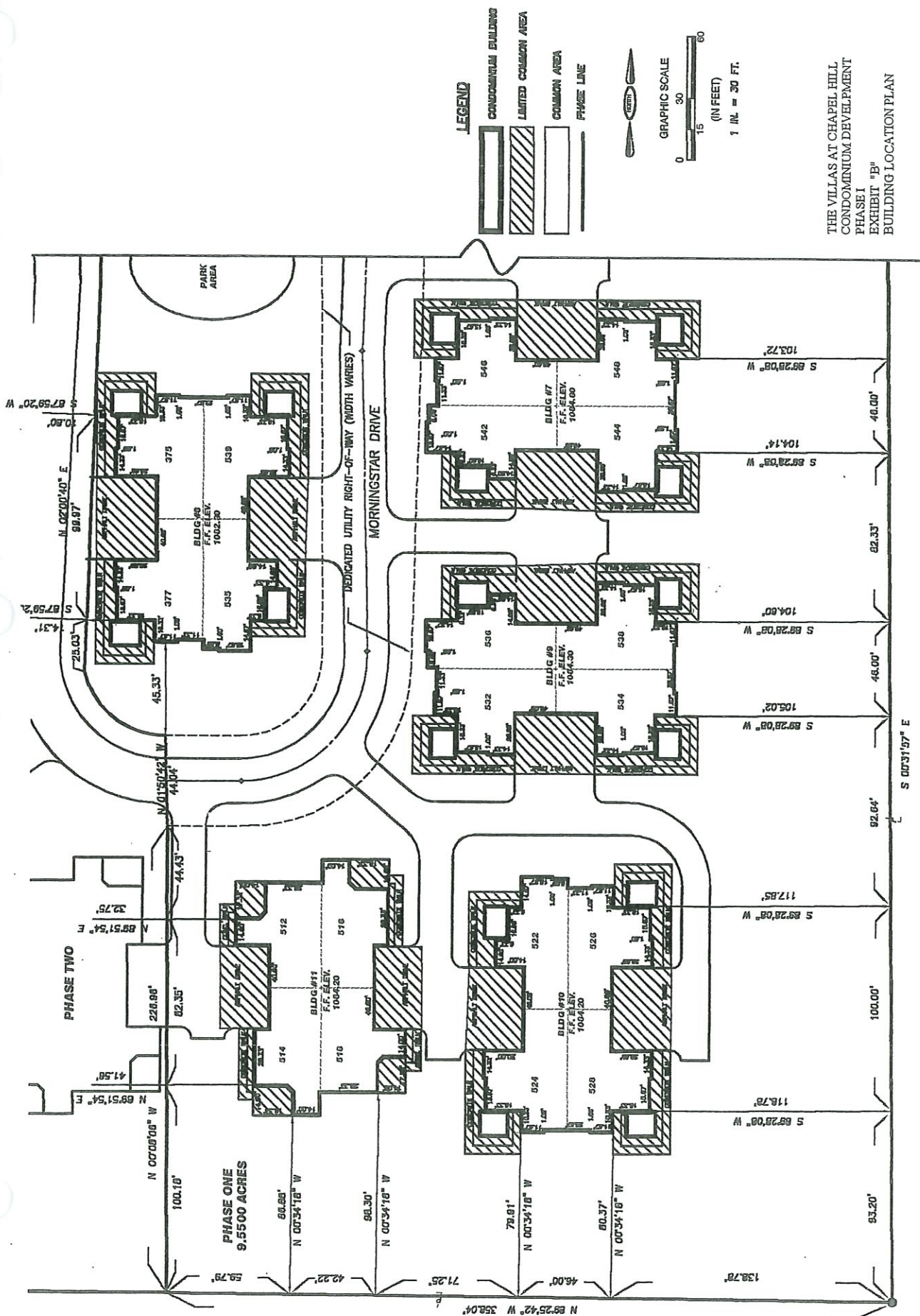












THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
BUILDING LOCATION PLAN

SHEET  
5 OF  
12

**BRAMHALL**  
ENGINEERING AND SURVEYING CO., INC.  
37307 HARVEST DRIVE AVON, OHIO 44011  
(440) 934 - 7878 (440) 934 - 7879 FAX

**THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
BUILDING LOCATION PLAN**

AND BEING PART OF ORIGINAL TALLMADGE TOWNSHIP LOT NO. 2, TRACT NO. 6  
CITY OF TALLMADGE, COUNTY OF SUMMIT, STATE OF OHIO

REVISIONS

10/17/00





DAVISON  
SMITH  
CERTO  
ARCHITECTS, INC.  
1000 N. 10TH ST., SUITE 100  
DENVER, CO 80202  
TEL: 333-1111  
FAX: 333-1111



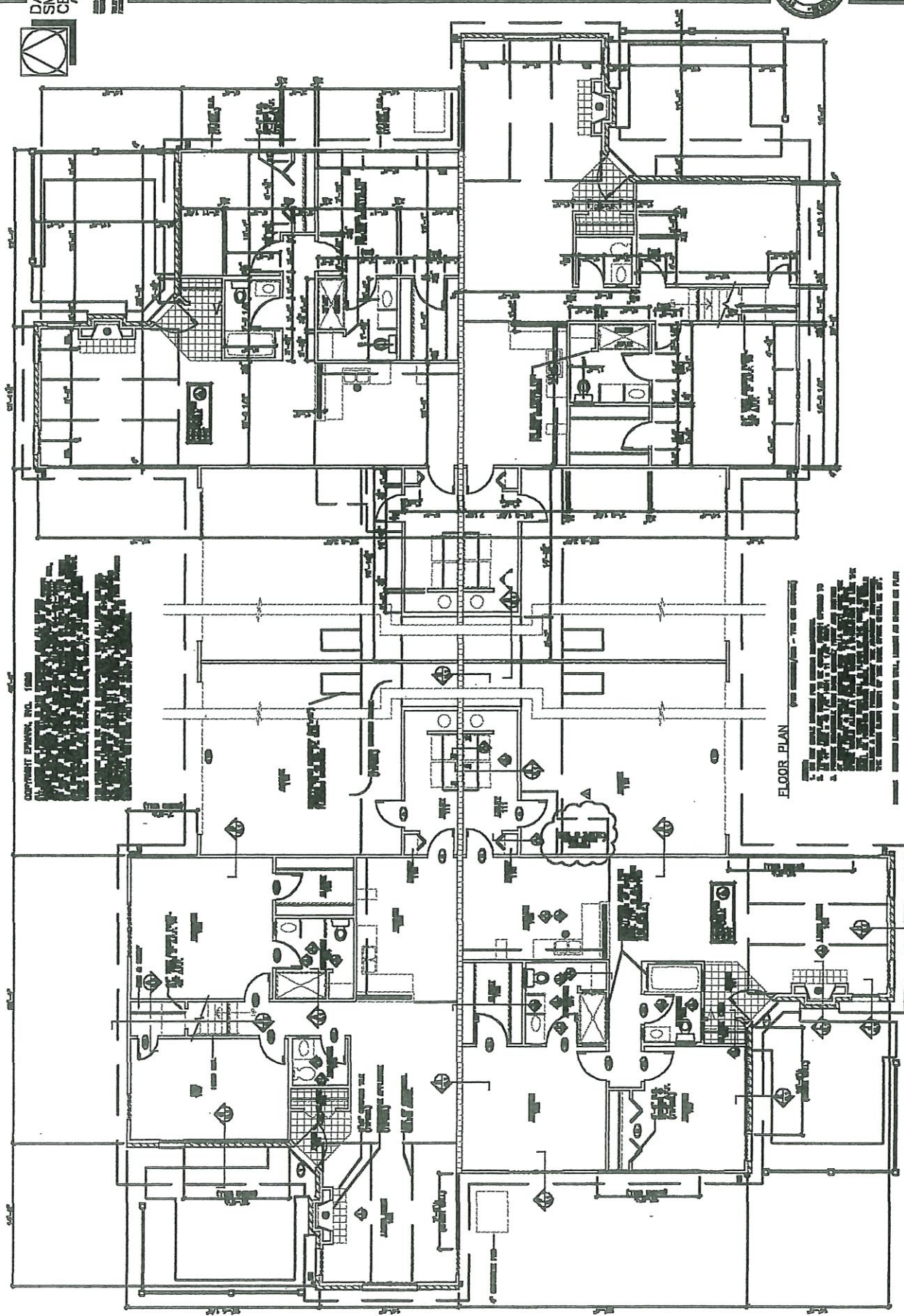
VILLAS AT CHAPEL HILL  
BY GARY GARDNER



PROJECT NO.  
100-100



THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE 1  
EXHIBIT "B"  
CLASSIC STYLE  
FOUNDATION & FLOOR PLANS



FLOOR PLAN

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
2. ALL WALLS ARE 12" THICK UNLESS NOTED OTHERWISE.  
3. ALL DOORS ARE 36" WIDE UNLESS NOTED OTHERWISE.  
4. ALL WINDOWS ARE 60" WIDE UNLESS NOTED OTHERWISE.  
5. ALL CEILING HEIGHTS ARE 8'0" UNLESS NOTED OTHERWISE.  
6. ALL FLOOR FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
7. ALL WALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
8. ALL CEILING FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
9. ALL LIGHT FIXTURES ARE TO BE DETERMINED BY THE ARCHITECT.  
10. ALL MECHANICAL EQUIPMENT IS TO BE LOCATED AS SHOWN ON THIS PLAN.

NOTES:  
1. SEE EXHIBIT "A" FOR GENERAL NOTES.  
2. SEE EXHIBIT "C" FOR GENERAL NOTES.  
3. SEE EXHIBIT "D" FOR GENERAL NOTES.







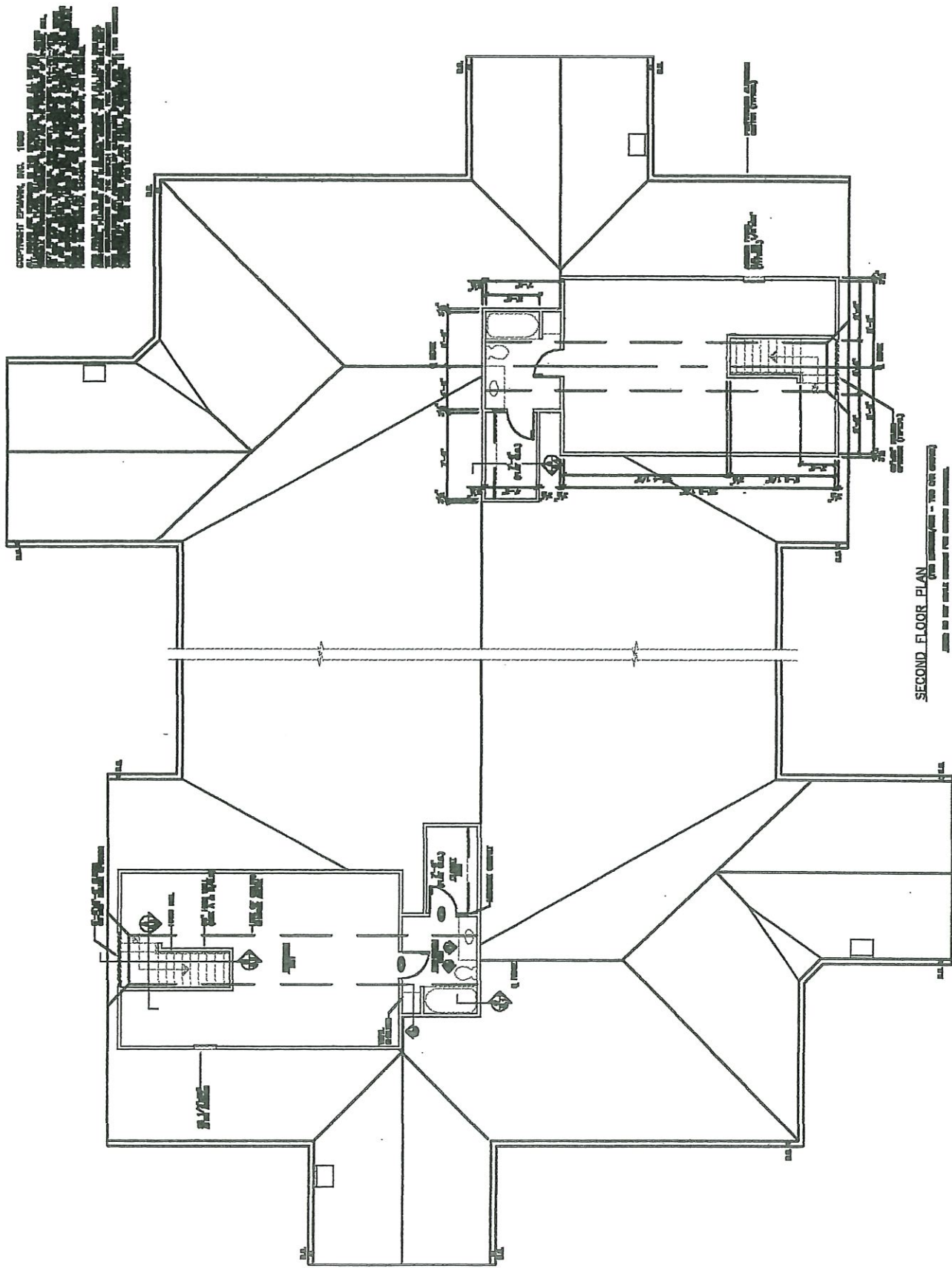
THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CLASSIC STYLE  
FOUNDATION & FLOOR PLANS

## NOTES:

- 1-800-272-1151

**SECOND FLOOR PLAN**  
OVER 1000000/1000 - TWO COT. CLOSET

**THE NEW YORK PUBLIC LIBRARY**









441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-

**DATE**  
**TIME**  
**ADDRESS**

VILLAS AT CHAPEL HILL



100-10  
 100-10



WINDOW SCHEDULE: CHATEAU			
QUANTITY	ROOM NAME	SIZE	REMARKS
1	101	36" x 60"	
1	102	36" x 60"	
1	103	36" x 60"	
1	104	36" x 60"	
1	105	36" x 60"	
1	106	36" x 60"	
1	107	36" x 60"	
1	108	36" x 60"	
1	109	36" x 60"	
1	110	36" x 60"	
1	111	36" x 60"	
1	112	36" x 60"	
1	113	36" x 60"	
1	114	36" x 60"	
1	115	36" x 60"	
1	116	36" x 60"	
1	117	36" x 60"	
1	118	36" x 60"	
1	119	36" x 60"	
1	120	36" x 60"	
1	121	36" x 60"	
1	122	36" x 60"	
1	123	36" x 60"	
1	124	36" x 60"	
1	125	36" x 60"	
1	126	36" x 60"	
1	127	36" x 60"	
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1	194	36" x 60"	
1	195	36" x 60"	
1	196	36" x 60"	
1	197	36" x 60"	
1	198	36" x 60"	

[illegible]

SIDE ELEVATION - 2 BR W/ DEN

END ELEVATION - 2 BR W/ DEN

**NOTES:**

THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CLASSIC STYLE  
ELEVATION VIEWS





THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CLASSIC STYLE  
WALL SECTION

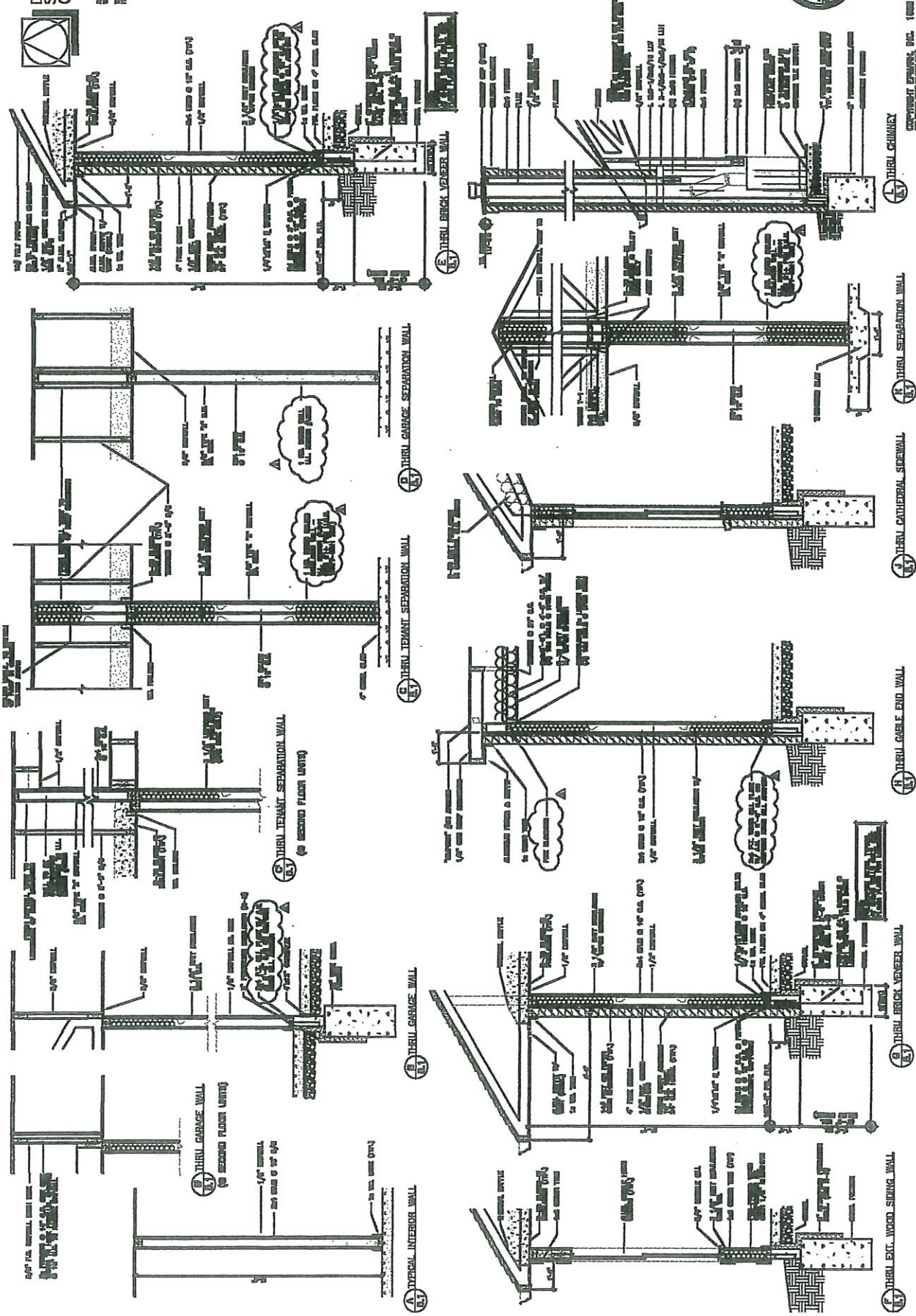
NOTES:  
1. SEE 1.00 FOR GENERAL NOTES.  
2. SEE 1.01 FOR FINISHES.

SECTION 1.00  
CONCRETE FOUNDATION, INC. 1000



VILLAS AT CHAPEL HILL

DAVIDON  
SMITH  
SMITH  
CERTO  
ARCHITECTS, INC.









DAVISON  
SMITH  
CERTO

ARCHITECTS, INC.

1000 WEST 10TH AVENUE  
SUITE 400  
DENVER, CO 80202  
TEL: 333-4444  
FAX: 333-4444

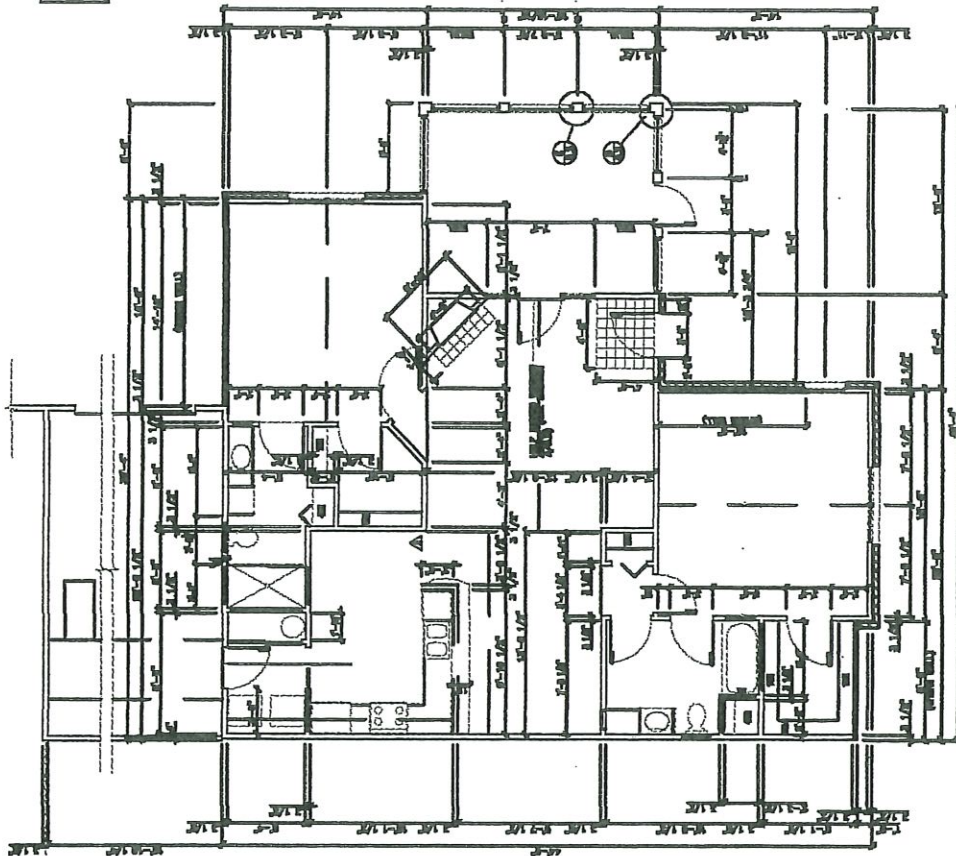
NOTES:  
1. SEE PLAN FOR  
2. SEE PLAN FOR  
3. SEE PLAN FOR

VILLAS AT CHAPEL HILL  
BY CONSENT OF THE BOARD



PROFESSIONAL  
ENGINEER  
NO. 10000

SHEET  
10 OF  
10



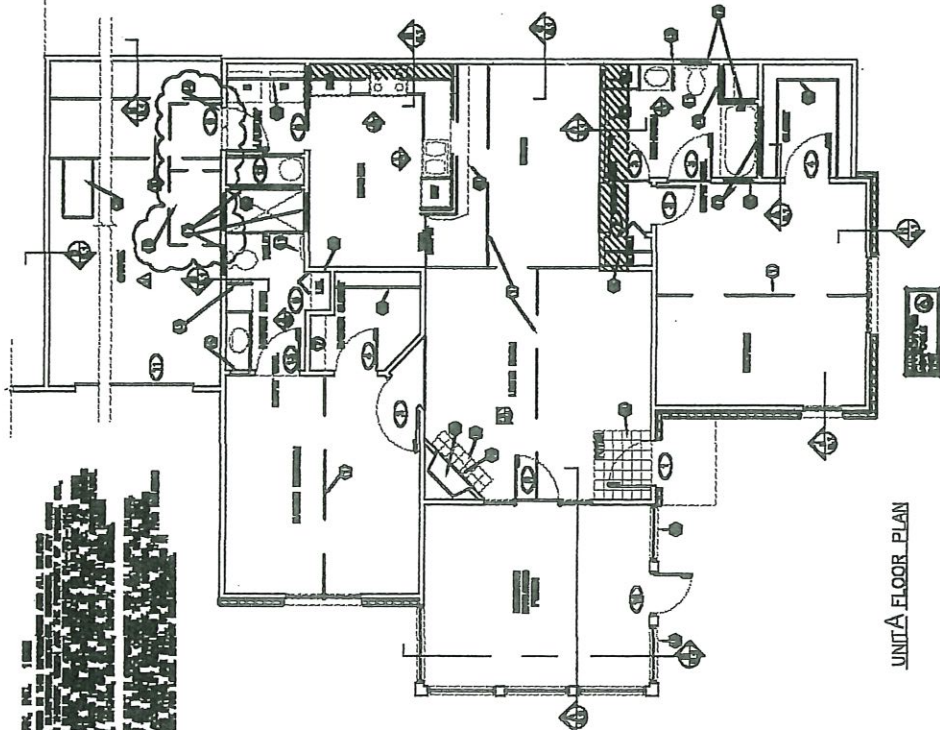
FLOOR PLAN CODED NOTES

- (1) NAME OF VENDOR
- (2) TYPE OF VENDOR
- (3) TYPE OF VENDOR
- (4) TYPE OF VENDOR
- (5) TYPE OF VENDOR
- (6) TYPE OF VENDOR
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- (98) TYPE OF VENDOR
- (99) TYPE OF VENDOR
- (100) TYPE OF VENDOR

UNIT A DIMENSION PLAN

NOTES:	BLOG #	TYPE
	3	7
	4	7
	5	6
	6	6
	7	6
	8	6
	9	7
	10	6

THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CATHEDRAL STYLE  
FOUNDATION & FLOOR PLANS



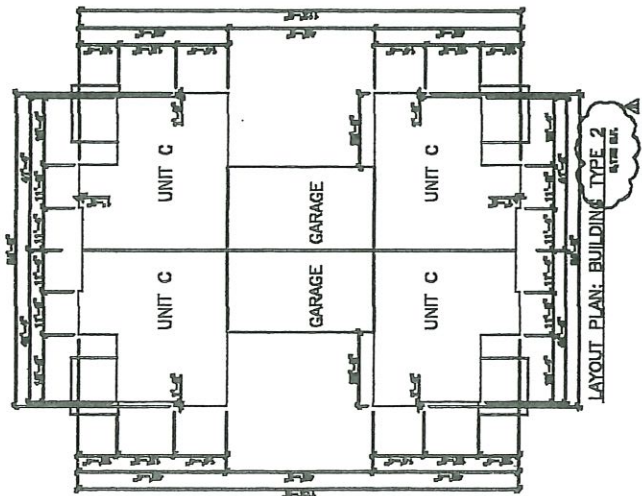
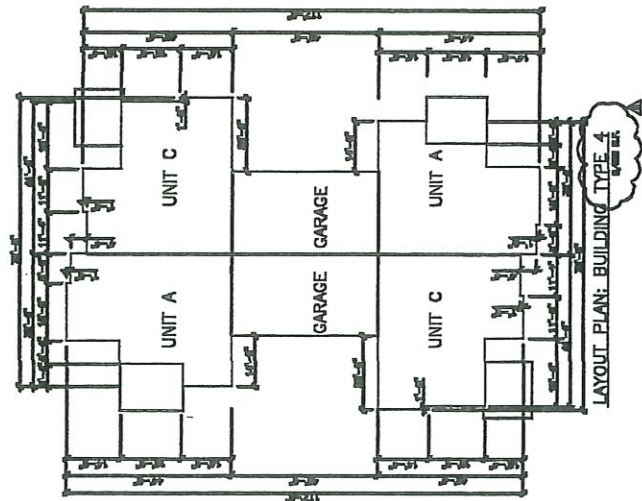
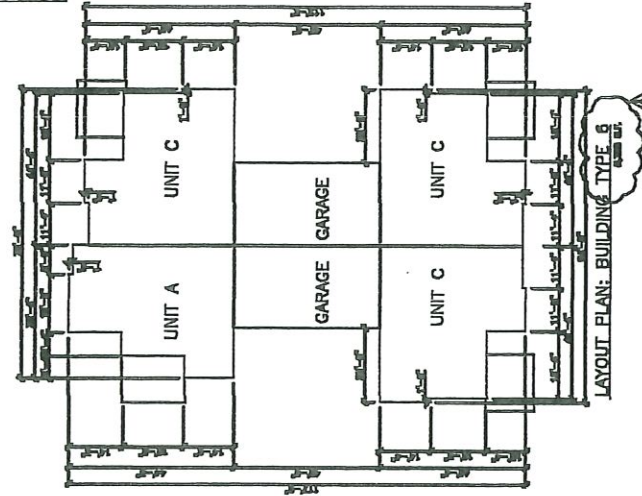
UNIT A FLOOR PLAN



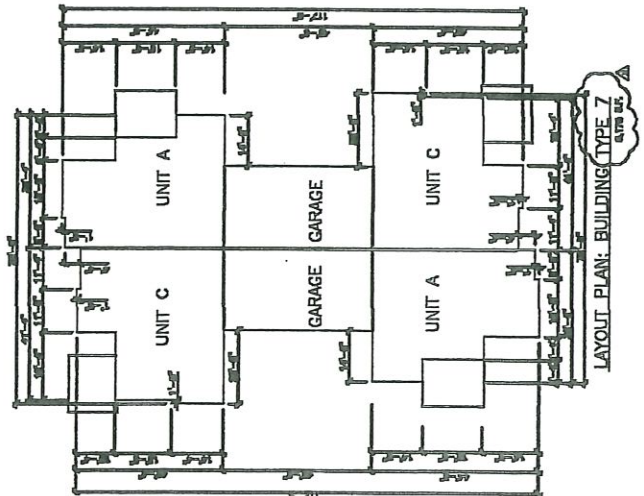
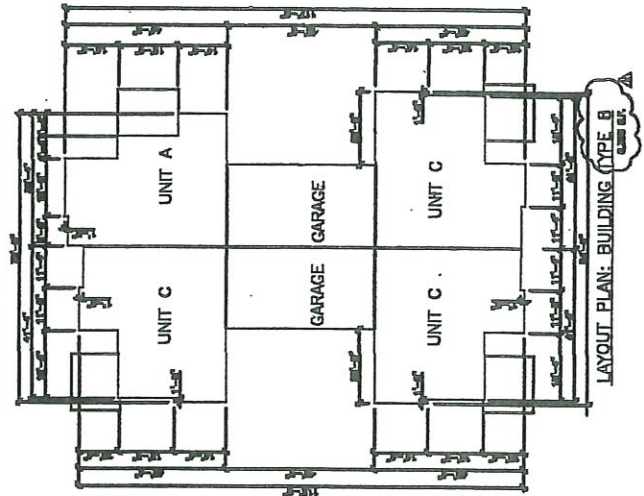






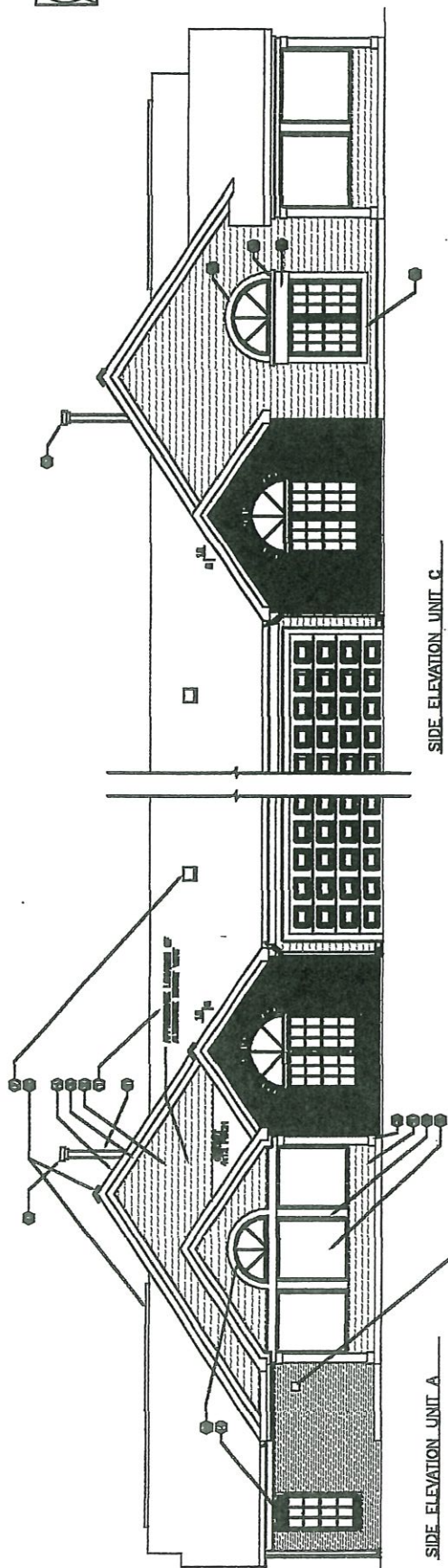
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THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CATHEDRAL STYLE  
FLOOR PLANS







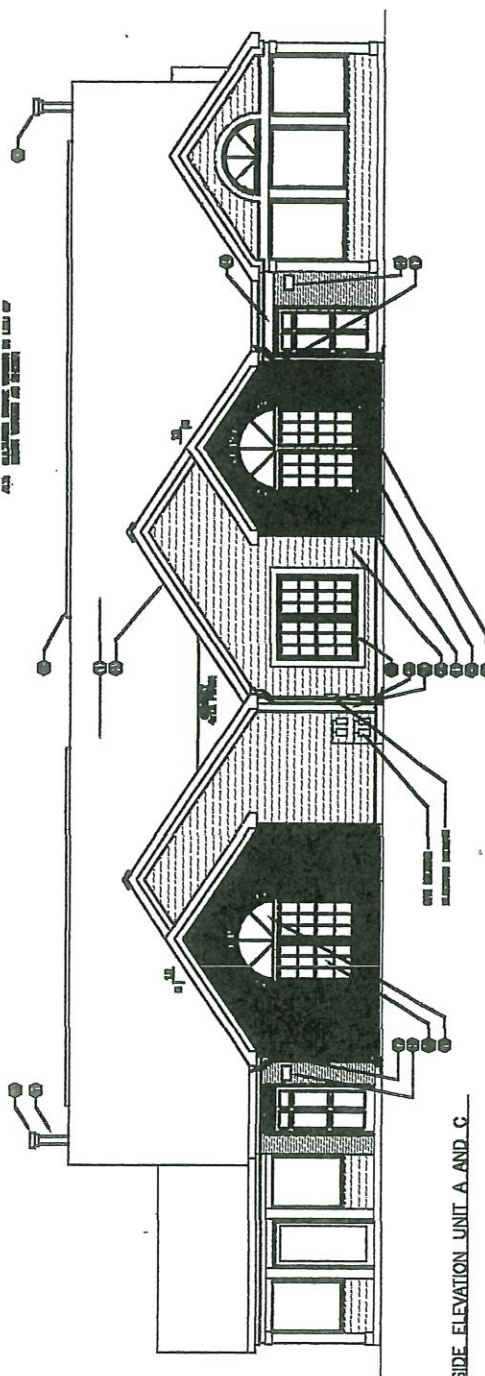


SIDE ELEVATION UNIT A

SIDE ELEVATION UNIT C

[illegible][illegible]

- [illegible]



SIDE ELEVATION UNIT A AND C

NOTES:	TYPE
3	7
4	7
5	6
6	6
7	6
8	7
9	8
10	8

INTEREST FRANCHISE INC. 1993

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-21-2001 BY 60322 UCBAW

THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
ELEVATION VIEWS







DAVISON  
SMITH  
CERTO  
ARCHITECTURE, INC.

2001 A. CANTER ROAD, SUITE 200  
WILMINGTON, DE 19804  
TEL: 302.441.1111  
FAX: 302.441.1112  
WWW.DSC-ARCH.COM

DATE: 06/20/09  
DRAWN BY: JLM

VILLAS AT CHAPEL HILL

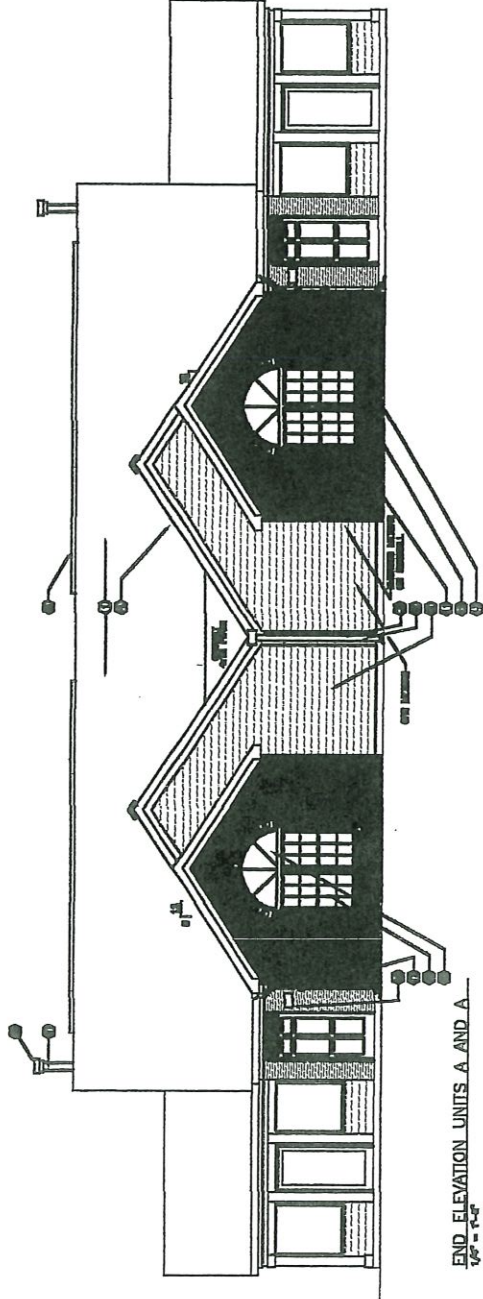


PROJECT NO.: 09-001

SHEET 14 OF 18

THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CATHEDRAL STYLE  
ELEVATION VIEWS

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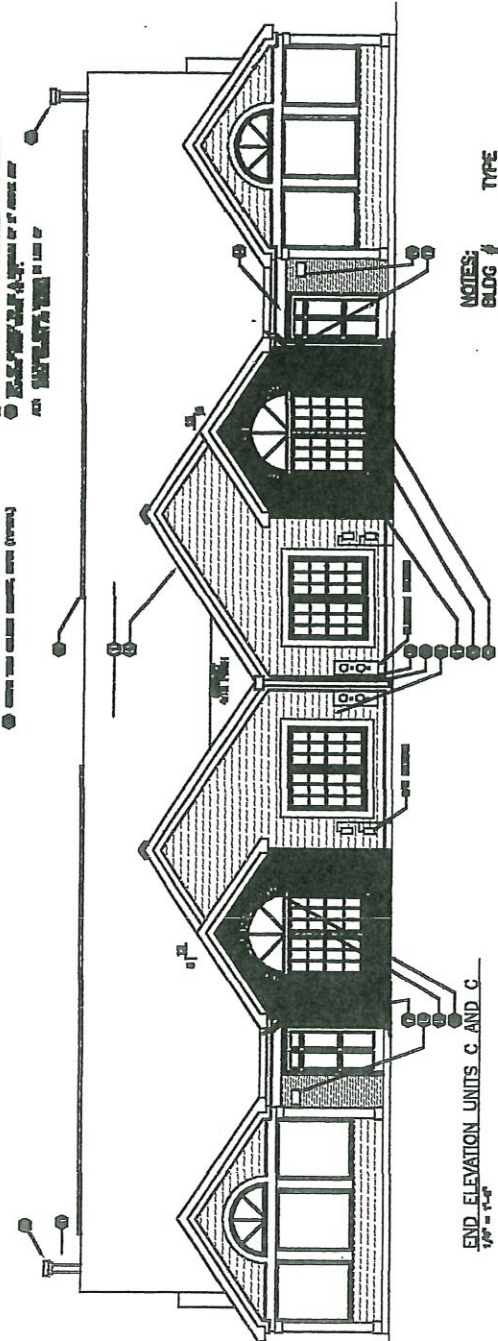
END ELEVATION UNITS A AND A  
1/8" = 1'-0"

- EXTERIOR ELEVATIONS COORD NOTES
- 1. EXTERIOR ELEVATIONS COORD NOTES
  - 2. EXTERIOR ELEVATIONS COORD NOTES
  - 3. EXTERIOR ELEVATIONS COORD NOTES
  - 4. EXTERIOR ELEVATIONS COORD NOTES
  - 5. EXTERIOR ELEVATIONS COORD NOTES
  - 6. EXTERIOR ELEVATIONS COORD NOTES
  - 7. EXTERIOR ELEVATIONS COORD NOTES
  - 8. EXTERIOR ELEVATIONS COORD NOTES
  - 9. EXTERIOR ELEVATIONS COORD NOTES
  - 10. EXTERIOR ELEVATIONS COORD NOTES

WINDOW SCHEDULE: ABBEY		
QUANTITY	ROOM NAME	REMARKS
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT
1	ABBOT	ABBOT

WINDOW SCHEDULE: CANTERBURY		
QUANTITY	ROOM NAME	REMARKS
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY
1	CANTERBURY	CANTERBURY

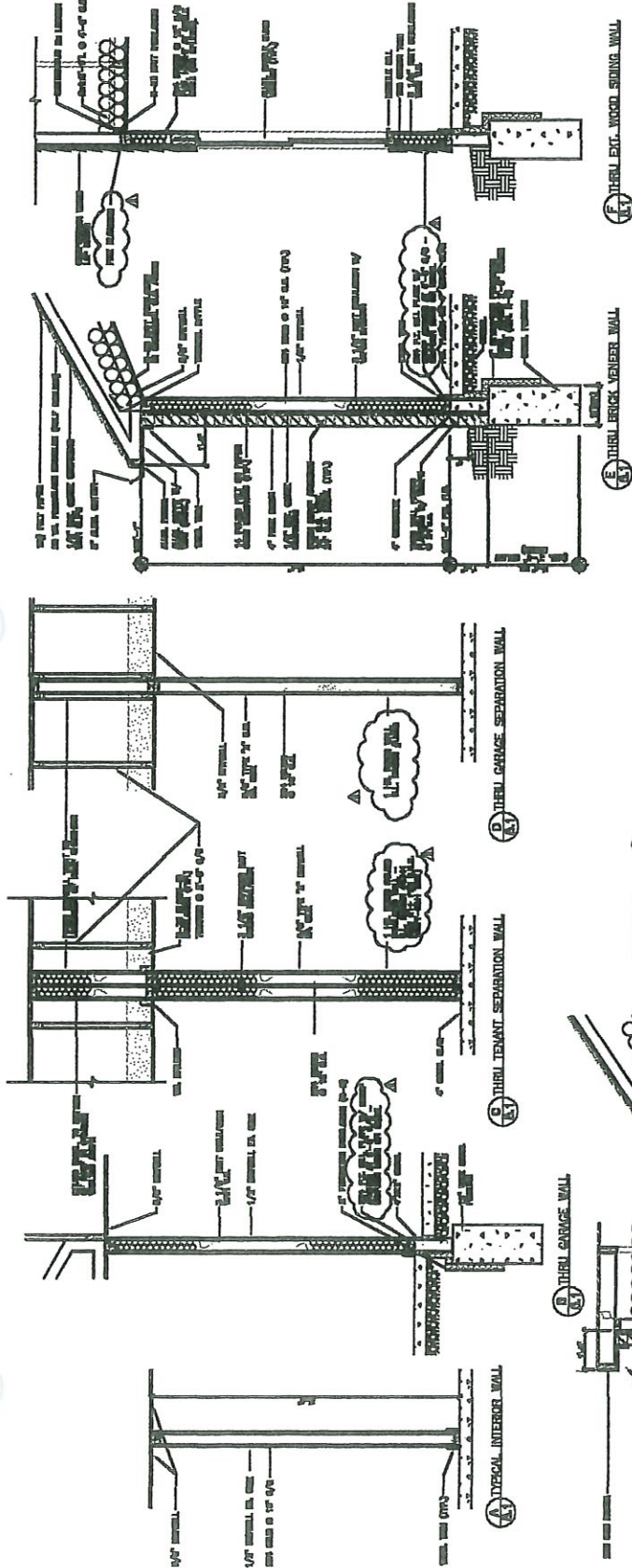
- 1. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 2. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 3. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 4. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 5. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 6. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 7. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 8. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 9. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
- 10. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)



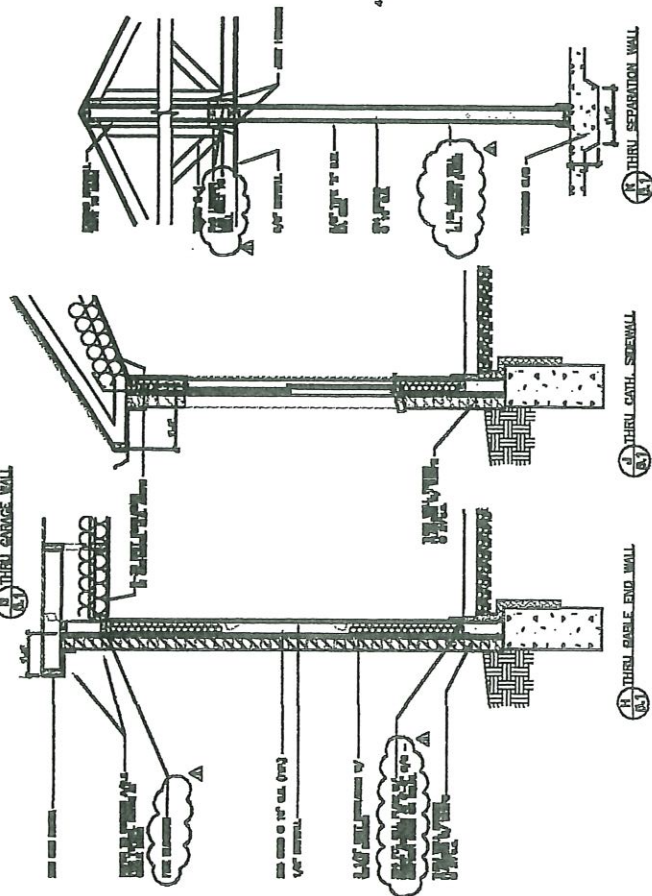
END ELEVATION UNITS C AND C  
1/8" = 1'-0"

- NOTES:
- 1. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
  - 2. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
  - 3. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
  - 4. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
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  - 9. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)
  - 10. 4" PINE TRIM ON ROOF (EXTERIOR ELEVATION)



[illegible]

**NOTE**



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**NOTES:**

- RESEARCH ID #** 770  
**NUMEROUS BY THE** 0151 6978 '1

THE VILLAS AT CHAPEL HILL  
CONDOMINIUM DEVELOPMENT  
PHASE I  
EXHIBIT "B"  
CATHEDRAL STYLE  
WALL SECTION





AMENDMENT TO  
EXHIBIT C  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR VILLAS AT CHAPEL HILL  
UNIT INFORMATION

<u>Building Number</u>	<u>Street Address</u>	<u>Unit Type</u>		<u>Par Value</u>	<u>Undivided Interest</u>
1	593 Morningstar Dr.	"B"	Chateau	1.0	1.1062
1	595 Morningstar Dr.	"A"	Villa	1.0	1.1062
1	597 Morningstar Dr.	"A"	Villa	1.0	1.1062
1	599 Morningstar Dr.	"B"	Chateau	1.0	1.1062
2	310 Millennium Dr.	"B"	Chateau	1.0	1.1062
2	312 Millennium Dr.	"A"	Villa	1.0	1.1062
2	587 Morningstar Dr.	"A"	Villa	1.0	1.1062
2	589 Morningstar Dr.	"B"	Chateau	1.0	1.1062
3	572 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
3	574 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
3	576 Morningstar Dr.	"C"	Abbey	1.2	1.3274
3	578 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
4	562 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
4	564 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
4	566 Morningstar Dr.	"C"	Abbey	1.2	1.3274
4	568 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
5	355 Millennium Dr.	"C"	Abbey	1.2	1.3274
5	357 Millennium Dr.	"D"	Canterbury	1.2	1.3274
5	555 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
5	559 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
6	552 Morningstar Dr.	"B"	Chateau	1.0	1.1062
6	554 Morningstar Dr.	"A"	Villa	1.0	1.1062
6	556 Morningstar Dr.	"A"	Villa	1.0	1.1062
6	558 Morningstar Dr.	"B"	Chateau	1.0	1.1062
7	542 Morningstar Dr.	"C"	Abbey	1.2	1.3274
7	544 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
7	546 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
7	548 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
8	375 Millennium Dr.	"D"	Canterbury	1.2	1.3274
8	377 Millennium Dr.	"D"	Canterbury	1.2	1.3274
8	535 Morningstar Dr.	"C"	Abbey	1.2	1.3274
8	539 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
9	532 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
9	534 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
9	536 Morningstar Dr.	"C"	Abbey	1.2	1.3274
9	538 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
10	522 Morningstar Dr.	"C"	Abbey	1.2	1.3274
10	524 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
10	526 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
10	528 Morningstar Dr.	"D"	Canterbury	1.2	1.3274





AMENDMENT TO  
EXHIBIT C  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR VILLAS AT CHAPEL HILL  
UNIT INFORMATION

<u>Building Number</u>	<u>Street Address</u>	<u>Unit Type</u>		<u>Par Value</u>	<u>Undivided Interest</u>
1	593 Morningstar Dr.	"B"	Chateau	1.0	1.1062
1	595 Morningstar Dr.	"A"	Villa	1.0	1.1062
1	597 Morningstar Dr.	"A"	Villa	1.0	1.1062
1	599 Morningstar Dr.	"B"	Chateau	1.0	1.1062
2	310 Millennium Dr.	"B"	Chateau	1.0	1.1062
2	312 Millennium Dr.	"A"	Villa	1.0	1.1062
2	587 Morningstar Dr.	"A"	Villa	1.0	1.1062
2	589 Morningstar Dr.	"B"	Chateau	1.0	1.1062
3	572 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
3	574 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
3	576 Morningstar Dr.	"C"	Abbey	1.2	1.3274
3	578 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
4	562 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
4	564 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
4	566 Morningstar Dr.	"C"	Abbey	1.2	1.3274
4	568 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
5	355 Millennium Dr.	"C"	Abbey	1.2	1.3274
5	357 Millennium Dr.	"D"	Canterbury	1.2	1.3274
5	555 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
5	559 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
6	552 Morningstar Dr.	"B"	Chateau	1.0	1.1062
6	554 Morningstar Dr.	"A"	Villa	1.0	1.1062
6	556 Morningstar Dr.	"A"	Villa	1.0	1.1062
6	558 Morningstar Dr.	"B"	Chateau	1.0	1.1062
7	542 Morningstar Dr.	"C"	Abbey	1.2	1.3274
7	544 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
7	546 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
7	548 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
8	375 Millennium Dr.	"D"	Canterbury	1.2	1.3274
8	377 Millennium Dr.	"D"	Canterbury	1.2	1.3274
8	535 Morningstar Dr.	"C"	Abbey	1.2	1.3274
8	539 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
9	532 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
9	534 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
9	536 Morningstar Dr.	"C"	Abbey	1.2	1.3274
9	538 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
10	522 Morningstar Dr.	"C"	Abbey	1.2	1.3274
10	524 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
10	526 Morningstar Dr.	"D"	Canterbury	1.2	1.3274
10	528 Morningstar Dr.	"D"	Canterbury	1.2	1.3274

<u>Building Number</u>	<u>Street Address</u>	<u>Unit Type</u>		<u>Par Value</u>	<u>Undivided Interest</u>
11	512 Morningstar Dr.	"A"	Villa	1.0	1.1062
11	514 Morningstar Dr.	"B"	Chateau	1.0	1.1062
11	516 Morningstar Dr.	"A"	Chateau	1.0	1.1062
11	518 Morningstar Dr.	"B"	Villa	1.0	1.1062
12	396 Millennium Dr.	"A"	Villa	1.0	1.1062
12	398 Millennium Dr.	"B"	Chateau	1.0	1.1062
12	506 Morningstar Dr.	"A"	Chateau	1.0	1.1062
12	508 Morningstar Dr.	"B"	Villa	1.0	1.1062
13	386 Millennium Dr.	"C"	Abbey	1.2	1.3274
13	388 Millennium Dr.	"D"	Canterbury	1.2	1.3274
13	390 Millennium Dr.	"D"	Canterbury	1.2	1.3274
13	392 Millennium Dr.	"D"	Canterbury	1.2	1.3274
14	376 Millennium Dr.	"C"	Abbey	1.2	1.3274
14	378 Millennium Dr.	"D"	Canterbury	1.2	1.3274
14	380 Millennium Dr.	"D"	Canterbury	1.2	1.3274
14	382 Millennium Dr.	"C"	Abbey	1.2	1.3274
15	366 Millennium Dr.	"C"	Abbey	1.2	1.3274
15	368 Millennium Dr.	"D"	Canterbury	1.2	1.3274
15	370 Millennium Dr.	"D"	Canterbury	1.2	1.3274
15	372 Millennium Dr.	"D"	Canterbury	1.2	1.3274
16	356 Millennium Dr.	"C"	Abbey	1.2	1.3274
16	358 Millennium Dr.	"D"	Canterbury	1.2	1.3274
16	360 Millennium Dr.	"D"	Canterbury	1.2	1.3274
16	362 Millennium Dr.	"D"	Canterbury	1.2	1.3274
17	346 Millennium Dr.	"A"	Villa	1.0	1.1062
17	348 Millennium Dr.	"B"	Chateau	1.0	1.1062
17	350 Millennium Dr.	"A"	Chateau	1.0	1.1062
17	352 Millennium Dr.	"B"	Villa	1.0	1.1062
18	336 Millennium Dr.	"C"	Abbey	1.2	1.3274
18	338 Millennium Dr.	"D"	Canterbury	1.2	1.3274
18	340 Millennium Dr.	"D"	Canterbury	1.2	1.3274
18	342 Millennium Dr.	"D"	Canterbury	1.2	1.3274
19	326 Millennium Dr.	"D"	Canterbury	1.2	1.3274
19	328 Millennium Dr.	"D"	Canterbury	1.2	1.3274
19	330 Millennium Dr.	"C"	Abbey	1.2	1.3274
19	332 Millennium Dr.	"D"	Canterbury	1.2	1.3274
20	316 Millennium Dr.	"A"	Villa	1.0	1.1062
20	318 Millennium Dr.	"B"	Chateau	1.0	1.1062
20	320 Millennium Dr.	"A"	Chateau	1.0	1.1062
20	322 Millennium Dr.	"B"	Villa	1.0	1.1062
21	575 Morningstar Dr.	Clubhouse			

## UNIT TYPES

### TYPE

<b>"A" (Classic-Villa)</b>	Unit contains a kitchen, laundry room, living/dining room, 2 full baths, 2 bedrooms and a 2 car garage, all at ground level
<b>"B" (Classic-Chateau)</b>	Unit contains a kitchen, laundry room, living/dining room, 1 & 1/2 baths, 2 bedrooms (or 1 bedroom and 1 den) and a 2 car garage all at ground level, a partial second floor level with 1 bedroom and 1 bath
<b>"C" (Cathedral-Abbey)</b>	Unit contains a kitchen, laundry room, living room, dining room, 2 full baths, 2 bedrooms, veranda and a 2 car garage, all at ground level
<b>"D" (Cathedral-Canterbury)</b>	Unit contains a kitchen, laundry room, living room, dining room, 2 full baths, 3 bedrooms, veranda and a 2 car garage, all at ground level

<u>TYPE</u>	<u>PAR VALUE</u>	<u>UNIT SIZES</u>
<b>"A"</b>	<b>1.0</b>	<b>1,497- Approximate Gross Interior Square Feet</b>
<b>"B"</b>	<b>1.0</b>	<b>2,041- Approximate Gross Interior Square Feet</b>
<b>"C"</b>	<b>1.20</b>	<b>1,982- Approximate Gross Interior Square Feet</b>
<b>"D"</b>	<b>1.20</b>	<b>2,107- Approximate Gross Interior Square Feet</b>



**EXHIBIT D-1**  
**TO**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**FOR VILLAS AT CHAPEL HILL**  
**BY-LAWS**  
**OF**  
**VILLAS AT CHAPEL HILL OWNERS ASSOCIATION, INC.**

The within By-Laws have been executed and are attached to as Exhibit D to the Declaration of Condominium Ownership for Villas at Chapel Hill pursuant to Chapter 5311, Ohio Revised Code, said Chapter 5311 being hereinafter referred to as the "Condominium Act" and said Declaration and any amendment thereto being hereinafter referred to as the "Declaration". For the purpose of these By-Laws, the definition of any and all words, terms, and/or phrases which appear or are used in these By-Laws are defined in the Declaration shall have the same meaning in these By-Laws as set forth in the Declaration and in the event any words, terms, and/or phrases are not defined in the Declaration and are defined in the Condominium Law, such words, terms, and/or phrases shall have the same meaning herein as set forth in the Condominium Law. The purpose of these By-Laws (hereinafter referred to as the "By-Laws") is to provide for the establishment of a Unit Owners Association (hereinafter referred to as the "Association") for the government of the Condominium Property described in the Declaration in the manner provided by the Declaration and these By-Laws (said condominium property being hereinafter referred to as the "Condominium Property"). 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, and/or regulations contained in the Declaration and these By-Laws and shall be further subject to any and all restrictions, conditions, and/or regulations hereafter adopted by the Board of Managers of the Association. The mere application or rental of any Unit or Units described in the Declaration or the mere act of occupancy of any Unit or Units shall constitute acceptance and ratification of the Declaration and these By-Laws.

**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 Villas at Chapel Hill Unit Owners Association, Inc.
- Section 2.     Membership. The membership of the Association shall consist of all the Owners of Units in the Condominium Property (hereinafter referred to as the "Members") in accordance with the respective percentages of ownership of said Owners in the Common Areas and Facilities of the Condominium Property established under the Declaration. Each Member shall have one vote. No purchaser of a Unit shall be deemed an Owner until the sale and purchase of such Unit has been consummated

by the payment of the purchase price and delivery and recording of the deed therefore.

Section 3. Membership Not Transferable. Except as provided herein or in the Declaration, membership in the Association shall not be transferable. The membership in the Association of each Owner shall terminate upon a sale, transfer, or other disposition of the Owner's ownership interest in the Unit accomplished in accordance with the provisions of the Declaration, and all rights and privileges of a Member in the Association, the Owner's Unit, and the Condominium Property shall cease on the termination of such membership, and, thereupon, the membership of such respective Owner in the Association shall automatically transfer to the vest to the succeeding Owner. The Association may but shall not be required to issue certificates of other evidence of membership therein.

Section 4. Proxies. Members may vote or act in person(s) or by proxy. The person appointed as a proxy need not be a Member of the Association. Designation by a Member of a proxy to vote or act on the Owner(s)' behalf shall be made in writing to the Board of Managers of the Association and shall be revocable at any time by actual notice to the Board of Managers by the Member or Members making such designation. Notice to the Board of Managers in writing or in open meeting of the revocation of the designation of a proxy shall not effect any vote or act previously taken or authorized.

Section 5. Meeting of Members.

- (a) Annual Meeting. The annual meeting of the 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 be properly brought before the meeting, shall be held at the offices of the Association or at such other place upon the Condominium Property or at such other place as designated by the Board of Managers and specified in the notice of such meeting, at 7:00 P.M. or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting, which notice shall be given as provided in Section 5(c) of this Article I. Subject to the provisions and conditions specified in Article VI, Section 1 of these By-Laws, the first annual meeting of the Members of the Association at which Unit Owners other than Grantor and the Developer have a right to elect more than 51% of the members of the Board of Managers shall be held as soon as practicable on the date selected by Grantor and designated in the notice after the events specified in Article VI, Section 1, of these By-Laws have occurred; provided, however, in the event that the events specified in Article VI, Section 1, have not occurred within five (5) years after the date of the filing of the Declaration for record, then in all events, the first annual meeting of the Members of the Association at which the members of the Board of Managers are elected by Unit Owners other than Grantor



or Developer shall be held on the next succeeding business day following the expiration of said five year period. After the first meeting of the Members of the Association at which the Unit Owners other than Grantor or Developer elected all or a majority of the members of the Board of Managers, the annual meeting held thereafter shall be held in succeeding years on the third (3rd) Tuesday of September, if not a legal holiday, and if a legal holiday, on the next succeeding business day.

- (b) Special Meetings. 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 cast at least twenty percent (20%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery or by mail of a meeting to be held on a date not less than seven (7) nor more than 60 (sixty) days after the receipt of such request as such office may fix. If such notice is not given within 30 (thirty) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:00 o'clock P.M. and shall be held at the office of the Association or at such other place upon the Condominium Property or at such place as shall be specified in the notice of such meeting.
- (c) Notice of Meetings. Not less than seven (7) nor more than 60 (sixty) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, 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 By-Laws 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 record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member 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 the Owners of notice of such meeting.
- (d) 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 a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws. The Members 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.

- (e) Order of Business. The order of business at all meetings of Members of the Association shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of Committees;
- (6) Appointment of Inspectors of Election by Chairman of Meeting;
- (7) Election of Managers;
- (8) Unfinished and/or old business;
- (9) New business; and
- (10) Adjournment.

- (f) Actions Without a Meeting. All actions, except removal of a Manager which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in a writing or writings signed by Members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

- (g) Voting Rights for Units. The aggregate number of votes for all Owners shall be Eighty (80) and shall be divided among the respective Members in accordance with their respective percentages or ownership interest in the Common Areas and Facilities of the Condominium Property. If any Unit is owned by more than one (1) person, the voting rights for such Unit shall not be divided but shall be exercised only as a Unit. Except as otherwise prohibited under the Condominium Act, the Grantor may exercise the voting rights with respect to any Units title to which is in the name of the Grantor or Developer. Unless, by express statutory provision of the statutes of the State of Ohio or of these By-Laws or the Declaration, a different vote is required, each question presented at a meeting of Members shall be determined by a majority vote of those present. With respect to all elections of the Board of Managers, each Member shall be entitled to cast his vote on a cumulative voting basis.

- (h) Vote by a Business Entity. The vote of any corporate, partnership, or trust Member may be cast on its behalf by any officer, partner, or beneficiary of such Member. Any individual Member may appoint only the member's spouse or another Member as a proxy. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time the proxies are called for.

## ARTICLE II

### BOARD OF MANAGERS

Section 1. Number and Qualifications. The Trustees of Villas at Chapel Hill Owners Association, Inc., shall be and shall be known and designated as the Managers and shall collectively comprise the Board of Managers of the Association. The Board of Managers shall initially consist of three (3) persons until such time that 25% (twenty-five percent) of the Units have been sold at that time the number of persons shall be increased to four (4) persons, of which the Unit Owners may elect one (1) manager. At such time that 50% (fifty percent) of the Units have been sold, the Board of Managers shall consist of six (6) persons, of which the Unit Owners may elect two (2) persons to be managers. At such time that 75% (seventy-five percent) of the Units have been sold, the Board of Managers shall consist of five (5) persons, of which the Unit Owners may elect all of the managers. The number of managers is provided for in these By-Laws, all of whom must be Owners (or persons who could be heirs-at-law of Owners under the Ohio statutes of descent and distribution) and occupiers of a Unit except as provided otherwise in these By-Laws. The Grantor shall designate all of the Managers of the first Board of Managers of the Association who shall have all of the powers, authorities, and duties herein conferred upon and/or delegated to the Board of Managers until the periods of time set forth in Article I, Section 5, and Article VI, Section 1 of the By-Laws, whichever event shall first occur.

Section 2. Powers, Authorities and Duties. The Board of Managers (the term "Board of Managers" whenever used in these By-Laws shall include and also mean the first Board of Managers designated by Grantor) shall have the powers, authorities, and duties necessary for the administration of the affairs of the Association and the Condominium Property and shall have all powers, authorities, and duties referred to in the Declaration, these By-Laws, and Ohio Revised Code Chapter 1702, as amended from time to time ("Non-Profit Law"), and all powers and duties Managers or by the Declaration directed to be exercised and done by the Members individually. The powers of the Board of Managers shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association and the Condominium Property;



- (c) To engage the services of a manager or managing agent for the Condominium Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent;
- (d) To promulgate such rules and regulations concerning the operation and use of the Condominium Property or of the Common Areas and Facilities as may be consistent with the Declaration and these By-Laws and to amend such rules and regulations from time to time;
- (e) To provide for the maintenance, repair and replacement of the Common Areas and Facilities and Limited Common Areas and Facilities;
- (f) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Owners of their respective share of the Common Expenses; and
- (g) To provide for the distribution of Common Profits, if any.

Section 3. Election of Managers Vacancies. The required number of Managers shall be elected at each annual meeting of Members of the Association. Only persons nominated as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are authorized numbers of positions to be filled in the Board of Managers. In the event that there is a vacancy or vacancies in the Board of Managers, however caused, the remaining Managers, though less than a majority of the authorized number of Managers, may, by the vote of a majority of their number, fill any vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Article II, Section 1, of the By-laws, if any, shall be filled by such lending institution.

Section 4. Term of Office; Resignations. Except as specifically provided otherwise herein, each Manager shall hold office for a two year term and until the annual meeting of the Members of the Association at which the Manager's successor is elected, or until the Manager's earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to the effect made at a meeting of the Board of Managers or in 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 Manager may specify. Members of the Board of Managers shall serve without compensation for their services except as expressly provided by a resolution of the Members. At the first annual meeting of the Members of the Association at which Unit Owners other than Grantor elect a majority of the Managers, the term of office of the elected Managers shall be fixed so that such terms shall expire one year from the date of said first annual meeting of Members of the Association. The term of office of the remaining Managers shall be fixed so that such terms will expire on the date of the annual meeting two (2) years from the date of the first annual meeting. At the expiration of such initial term of office of such respective Manager, the Managers shall be elected to serve for a term of two (2) years.



- Section 5. Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly elected Managers and those Managers whose terms continue 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 6. 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 the fiscal year of the Association.
- Section 7. Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. 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. 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 the Manager 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 and all business may be transacted at any organization, regular or special meeting.
- Section 8. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers present at a meeting duly held, whether or not a majority of the members of the Board of Managers are present, and said quorum 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 quorum is present, all questions and business shall be determined by a majority vote of those present, and the act of the majority of such Managers present is the act of the Board of Managers, except as may be otherwise expressly provided in the Declaration or in these By-Laws.
- Section 9. Removal of Managers. 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 Managers, except the Manager, if any, acting as a representative of a lending institution, may be removed with or without cause by the vote of Managers entitled to exercise at least 75% (seventy-five percent) of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.
- Section 10. Non-Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Owners or to the Association or its Members for any mistake or judgment or for any acts or omissions made in good faith as such

Managers. The Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration applicable to the Units or the Condominium Property or contrary to the By-Laws of this Association. The liability of any owner or Member arising out of the aforesaid indemnity shall be listed to such proportion of the total liability as the Owner's percentage of interest in the Common Areas and Facilities relates to the total percentage of interest of all Owners in the Common Areas and Facilities.

- Section 11. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Association holding or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

### ARTICLE III

#### OFFICERS

- Section 1. Election and Designation of Officers. The Board of Managers shall elect a President, Vice-President, Secretary, and Treasurer of the Association, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint one or more Assistant Treasurers and/or one or more Assistant Secretaries and such other officers as in their judgment may be necessary who are neither members of the Board of Managers nor Unit Owners.
- 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 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. The President shall preside at all meetings of the Members of the Association and 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. The President may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.



- 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. The Secretary shall keep such books as may be required by the Board of Managers, give notices of meetings of Members of the Association and of the Board of Managers required by law or by those By-Laws 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 charge of 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. The Treasurer shall keep accurate financial accounts and hold the same open for 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 or 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 an other officer and generally to control the actions of the officers and to require the performance of duties in addition to these mentioned herein.

#### ARTICLE IV

##### GENERAL POWERS OF THE ASSOCIATION

- Section 1. Payments from Maintenance Funds. Each Owner shall pay to the Association, Common Expenses and/or assessments for Common Expenses as provided herein and/or in the Declaration, for the benefit of all of the Owners and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Maintenance Fund"), and out of the Maintenance Fund the Association shall arrange and pay for the following:
- (a) Utility Services. The cost of water, waste removal, electricity, telephone, heat, power, and/or any other necessary utility service for the Common Areas and Facilities, the cost of water lines, 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 its share of such expenses as shall be determined by the Board of Managers of the Association; and the Association reserves the right to levy additional assessment against any Owner to reimburse it for excessive use, as shall be determined by the Board of Managers, but such Owner of any utility service having been charged against or to the Maintenance Fund;

- (b) Casualty Insurance. The premiums upon 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. The premiums upon a policy or policies insuring the Association, the members of the Board of Managers, and the Owners against any liability to the public or to other Owners, and their invitees or tenants, incident to the ownership and/or use of the Units and/or the Limited Common Areas and Facilities and/or Common Areas and Facilities as provided in the Declaration, the limits of which policy or policies shall be reviewed annually;
- (d) Workers' Compensation. The costs of Workers' Compensation insurance to the extent necessary to comply with any applicable law.
- (e) Wage and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation, and enforcement of the rights of the Association;
- (f) Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, cleaning, tuck-pointing, maintenance, decorating, repair, and replacements of the Common Areas and Facilities and the parts of the Limited Common Areas and Facilities which are to be maintained and repaired as Common Expenses pursuant to the Declaration (but not including the Limited Common Areas and Facilities which are not to be maintained, repaired, and/or replaced by the Association as a Common Expense which the respective Owners shall paint, clean, decorate, maintain, and repair), the painting, 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) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas and Facilities if such maintenance or repair is necessary, in the discretion of the Association, to protect or improve the Common Areas, Facilities, or any other portion of the Condominium Property, and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after 45 (forty-five) days written notice of the necessity of said maintenance or repair is delivered by the Association to said Owner or Owners, provided that the Association shall levy special assessments against such Owner or Owners for the cost of said maintenance or repair pursuant to the Declaration;
- (h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Unit Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter, and 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 Owner or Owners; and
- (i) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, Common Expenses or Assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration, these By-Laws, easements, and other agreements regarding the Association and/or the Condominium Property or by law or which is in the opinion of Association necessary or proper for the maintenance of operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.

Section 2. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Common Areas and Facilities requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), 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 that during



the seven-year period following recording of the Declaration. If Grantor shall own any of the Units, Grantor's consent to such expenditure shall be required.

- Section 3. Contracts With Developer. Anything contained in these By-Laws and the Declaration to the contrary notwithstanding, neither the Grantor nor the Developer shall enter into any contract with the Association to provide any services to the Association and/or the Condominium Property which is for a period in excess of one (1) year from and after the date the Unit Owners of the Condominium Property other than Grantor and Developer, have assumed control of the Association, unless such management contract or other agreement is renewed and continued by the Association by a majority vote of the Unit Owners, other than the Grantor and Developer, duly taken and had in accordance with the By-Laws and the Condominium Law.
- Section 4. Rules and Regulations. The Board of Managers may adopt rules and regulations and the Association by a vote of the Members entitled to exercise a majority of the voting power of the Association, may from time to time supplement, amend, and modify such rules and regulations 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. A copy of the Rules and Regulations is attached hereto as Exhibit A-1. In the event any such rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration, and of these By-Laws shall govern.
- Section 5. 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 any or all of the Owners.
- Section 6. 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 Board of 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 7. Applicable Laws. The Association shall be subject to and governed by the provisions of any statutes adopted at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, O.R.C. Chapter 5311); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provisions of the Declaration and these By-Laws, shall be resolved in favor of the Declaration of these By-Laws, and any inconsistencies between any statute applicable to



associations generally and to associations formed to administer property submitted to the condominium form of ownership shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the By-Laws 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 By-Laws as will remove such conflicts or inconsistencies.

## ARTICLE V

### DETERMINATION AND PAYMENT OF COMMON EXPENSES AND ASSESSMENTS

- Section 1. Obligation of Owners to Pay Common Expenses and Assessments. It shall be the duty of every Owner to pay the Owner's proportionate share of Common Expenses and any and all assessments therefor. Such proportionate share of the Common Expenses shall be in the same ratio as the Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment therefor shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as herein provided.
- Section 2. Preparation of Estimated Budget. Each year on or before December 1, the Association shall estimate the total amount necessary to pay the cost of management fees, wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all such services in connection with the Condominium Property together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacement, and shall on or before December 15 notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. Said estimated cash requirements (hereafter referred to as the "Estimated Cash Requirement") shall be assessed to the Owners according to each Owners percentage of Ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1 of the ensuing year and the first day of each and every month of said ensuing year, each Owner shall be obligated to pay to the Association, or as it may direct, the monthly amount determined to be payable that month as the appropriate amount of the annual Common Expenses for that year as well as an amount of any other assessment made pursuant to the terms of the By-Laws and Declaration. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred in the preceding calendar year together with a tabulation of the amounts collected pursuant to the estimates 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 credit according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments for Common Expenses due from Owners under the then-current years estimate, until exhausted, and any net shortage shall be added



accordingly to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering of the accounting. The annual budget, including the initial budget of the Association, shall be established on an annual basis, but a different amount may be due for each month during the year so that the amount of the Common Expenses per month which each Unit Owner shall be required to pay may be increased or decreased each month based upon the annual budget and amount then required for Common Expenses. Each Unit Owner recognizes that the initial cost for maintenance and operation of the Condominium Property shall be less during the initial period of operation due to the new condition of the Condominium Property and its partial use and that, thereafter, it is probable that the amount of the monthly Common Expense shall increase. The monthly assessments may vary from month to month, and the annual budget shall designate the estimated amount which would be payable for each particular month during the first two years after the filing of the Declaration.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said Estimated Cash Requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the amount or amounts necessary to make it adequate 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 first monthly maintenance payment which occurs more than 10 (ten) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. The Board of Managers of the Association, when the Declaration is filed for record, shall continue to service as and be the members of the Board of Managers of the Association until the Unit Owners of the Condominium Property have the right to elect members of the Board of Managers of the Association as set forth and provided in Article VI, Section 1, of the By-Laws and pursuant to the provisions of the Condominium Act. The Board of Managers of the Association, as designated by the Grantor or Developer, shall promptly prepare an Estimated Cash Requirement which will be consistent with the projected Budget disclosed in the Disclosure Statement which will be the basis for determining the amount of the monthly Common Expenses which each Unit Owner shall be obligated to pay. The payments made by the Unit Owners prior to the filing of the deed for the record pursuant to the provisions of the certain Condominium Purchase Agreement ("Agreement") shall be used by the Association, as set forth and provided in Article V, Section 9, of these By-Laws. Each year thereafter the Board of Managers of the Association, whether designated by the Grantor or Developer or elected partially by the Grantor or



Developer and the Unit Owners as provided by the Condominium Act and Article VI, Section 1, of these By-Laws, shall prepare, within 30 (thirty) days after the date of their election and Estimated Cash Requirement for the following year. All Estimated Cash Requirements shall be made on a calendar year basis, except for the first two years the same may be for less than a 12-month period and prepared and listed on a monthly basis. All Estimated Cash Requirements shall be made on an annual basis but may be determined on a monthly basis so that the amount due and payable each month may vary.

- Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Managers to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of any Owner's obligation to pay the Common Expenses for maintenance cost and necessary reserves or any other charge as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimated, the Owner shall continue to pay the monthly Common Expenses at the existing monthly rate or rates established for the previous period until the first monthly Common Expense payment date which occurs more than 10 (ten) days after such new annual adjusted estimated shall have been mailed or delivered.
- Section 6. Books and Records of Association. The Association shall keep full and current books of accounts and the same shall be open for inspection by any Owner or any representative of any Owner duly authorized in writing, at reasonable times and upon request by an Owner. Upon 10 (ten) days notice to the Board of Managers and upon payment of a reasonable fee, any 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 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. Escrow Payments and Assessments. The payment into escrow which may have been made by a respective Owner of a Unit pursuant to the provisions of the Agreement entered into by and between Grantor, as the "Seller" of a Unit, and said respective Owner, as the "Buyer" of the Unit, which payment is designated in the Agreement as a sum to be used in payment of operating expenses for the Condominium Property, shall be paid to Grantor by the escrow agent promptly after the date the Deed to the respective Owner of this respective Unit is filed for record, and such sum so paid by said escrow agent to Grantor shall be deposited in a bank or a savings and loan association in Summit County, Ohio, in the



Association's name as part of the Maintenance Fund and may be used by the Association as herein provided.

Section 9. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting of the Members. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant. In addition, and at any time request by Owners having a total more than 66-2/3% (sixty-six and two-thirds percent) interest in the Common Areas and Facilities of the Condominium Property, or by the Grantor so long as Grantor or Developer is an owner of a Unit, the Board of Managers shall cause an additional audit to be made.

Section 10. Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of any of the aforesaid charges or assessments for common Expenses for 30 (thirty) days, the members of the Board of Managers may bring suit for and on behalf of themselves, and/or as representatives of all Owners and/or on behalf of the Association, to enforce collection thereof or to foreclosure the lien therefor as provided in the Declaration. There shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision of the Court on any statute or law now or hereafter effective, the amount of an delinquent and unpaid charges, Common Expenses and/or assessments, interest, costs, and fees as above provided, shall be a lien and/or charge against the Unit involved when payable, and may be foreclosed by an action brought in the name of the Association and/or its 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 Association and/or the Owners shall have the power to bid on the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any holder of an encumbrance on a Unit may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid Common Expenses and/or assessments with respect to the Unit covered by the Owner's encumbrances and said request shall be complied with promptly. Any holder of an encumbrance holding a lien on a Unit may pay any unpaid Common Expenses and/or assessments payable with respect to such Unit and upon such payment such holder of said encumbrance shall have a lien on such Unit for the amounts paid at the same with the same prior as the amount so paid. Past due assessments and charges shall bear interest until paid at the rate and in the manner as set forth in the Declaration.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Grantor's Rights. As set forth in the Declaration, Grantor shall have the right to manage and control the Association for a term of five (5) years from the date of the filing of the Declaration for record or until the first of the following events shall occur, and while Grantor has such right, all of the members of the Board of Trustees may be elected and designated by the Grantor: firstly, when Units having a 25% (twenty-five percent interest in the Common Areas and Facilities have been sold and transferred, the Unit Owners other than Grantor and Developer shall have the right to elect not less than 25% (twenty-five percent) of the members of the Board of Managers; secondly, when Units having a 50% (fifty percent) interest in the Common Area and Facilities have been sold and transferred, the Unit Owners other than Grantor and Developer shall have the right to elect 33 (thirty-three and one-third percent) of the members of the Board of Managers; and thirdly, when Units have a 75% (seventy-five percent) interest in the Common Areas and Facilities have been sold and transferred, then the Unit Owners, other than Grantor and Developer, shall have the right to elect 100% (one hundred percent) of the members of the Board of Managers.

In all events, the Unit Owners other than Grantor and Developer shall have the right to elect all of the members of the Board of Managers five (5) years after the date of the filing the Declaration for record. In determining the percentage interest in the Common Area and Facilities, the Common Area and Facilities of the Condominium Property shall be computed and determined based upon the maximum number of Units which may be subject to the Declaration as set forth and provided in Article XX of the Declaration.

Section 2. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

Section 3. Service of Notices on the Board of Managers. Notice is 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 such person's Unit.

Section 4. Service of Notices on Devisees, Heirs-at-Law, and Personal Representatives. Notices required to be given to any devisee, heirs-at-law, or personal representative of a deceased Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.



- Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration or these By-Laws 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 6. Agreements Binding. All Agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and By-Laws shall be deemed to be binding on all Owners, their respective successors, heirs, and assigns.
- Section 7. Notices of Mortgages. Any Owner who mortgages the Owner's Unit shall notify the Association in such manner as the Association may direct of the name and address of the Owner's mortgagee and thereafter shall notify the Association of the full payment, cancellation, or any other alternation in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".
- Section 8. Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these By-Laws, or any part of the same shall not impair or affect in any manner the validity, enforceability, or affect the rest of these By-Laws.
- Section 9. Rule Against Perpetuities. If any of the privileges, covenants, or rights established by these By-Laws 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 21 (twenty-one) years after the death of the survivor of the now living decedents of Robert Kennedy, former United States Senator from New York.
- Section 10. Joint Management Contracts. Subject to the limitation contained in Article IV, Section 3 of the By-Laws, the Board of Managers shall have the power to enter into an agreement or agreements on behalf of the Association with Grantor and/or one or more entities associated in any manner with Grantor and relating to any other condominium properties and/or non-condominium properties for the common management, by one or more managing agents, of one or more of said properties and without intending hereby to limit the generality of the foregoing, such agreement or agreements may provide for the allocation of joint expenses, purchase of maintenance equipment and supplies and the joint sharing of employees and management overhead. The Board of Managers shall have the right to enter into any agreement authorized under the Condominium Act, the Declaration, and/or these By-Laws.
- Section 11. Use and Occupancy Restrictions.



- (a) Restrictions on User of Units. Except as is provided in these By-Laws or in the Declaration, with respect to the use permitted by Grantor and/or his agents, no Unit shall be used for any purpose other than as a private dwelling for the Owner and the Owner's immediate family or by a person and such person's immediate family to whom the Owner shall have leased the Owner's Unit subject to all the provisions of these By-Laws and the declaration. No Owner or lessee of any Owner shall permit or suffer anything to be done or kept upon the Condominium Property which will increase the rate of insurance on the Condominium Property, or any part hereof, or on the contents thereof or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor shall any Owner commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Condominium Property.
- (b) Maintenance of Unit by Owner. Each Owner shall maintain the Owner's own Unit in good condition, order and repair at the Owner's own expense. No Owner shall display, hand, store or use any signs or articles whatsoever on the Owner's balcony or patio, if any, or outside the Owner's Unit other than such draperies, curtains or shades as may be permitted in accordance with the rules and regulations established by the Board of Managers. No Owner may paint, decorate or otherwise alter or modify, in any way the outside of the Owner's Unit, or install outside of the Owner's Unit any canopy, awning, covering, radio or television antenna or structure or addition of any kind whatsoever without prior written consent of the Board of Managers.
- (c) Disposal of Trash. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Board of Managers. No articles of personal property belonging to any Owner shall be stored in any portion of the Common Area and Facilities except in the storage area specifically designated for the respective Owner by the Board of Managers or the Managing Agent as Limited Common Areas and Facilities.

Section 13. Amendment of By-Laws. These By-Laws may be amended or modified at any time, from time to time, by action or approval of Owners exercising seventy-five percent (75%) or more of the voting power; except the By-Laws affecting the rights or interests of Grantor and/or his agents shall not be amended or modified without the prior written consent of Grantor, provided further amendment may be made to these By-Laws for the reasons as provided in Article XX (L) of the Declaration.

IN WITNESS WHEREOF the Grantor has executed this instrument at Akron, Ohio, on the 10 day of October, 2000.

Signed and acknowledged  
in the presence of:

Janet M. Venarge  
JANET M. VENARGE  
Jeff Winder  
JEFFREY D. WINDER

Villas at Chapel Hill – Summit County, LLC

By:

Karl S. Balla

Its:

Member/Manager.

Date:

10/10/2000

STATE OF OHIO

)

) SS.

COUNTY OF Summit

)

The foregoing instrument was acknowledged before me this 10 day of  
October, 2000, by KARL S. BALLA,  
Member/Manager, of Villas at Chapel Hill – Summit County, LLC  
the  
, an Ohio Limited Liability Company, on behalf of the Company.

Jeff Winder  
Notary Public

This Instrument Prepared By:

BUCKINGHAM, DOOLITTLE & BURROUGHS  
1375 E. 9th Street, Suite 1700  
Cleveland, Ohio 44114  
(216) 621-5300

JEFFREY D. WINDER, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date  
Sec. 147.04 R.C.

**EXHIBIT E**  
**ARTICLES OF INCORPORATION**  
**OF**  
**VILLAS AT CHAPEL HILL**  
**UNIT OWNERS ASSOCIATION, INC.**

The undersigned, desiring to form a corporation, not for profit, under Ohio Revised Code §1702.01, et seq., does hereby certify:

- FIRST:** The name of the corporation shall be the Villas at Chapel Hill Unit Owners Association, Inc.
- SECOND:** The place in Ohio where the principal office of the corporation is to be located is in Tallmadge, Summit County.
- THIRD:** The purpose for which the corporation is formed is to establish and be the association and organization (known as the "Unit Owners Association") of all the owners of units in the condominium property, known as Villas at Chapel Hill, located in Tallmadge, County of Summit, and State of Ohio, in accordance with the Declaration of Condominium Ownership and By-Laws for Villas at Chapel Hill recorded in Deed Volume \_\_\_\_\_, Page \_\_\_\_\_ et seq., of Summit County, Ohio, Deed Records, and in conformity therewith, and to do any and all corporate acts which are otherwise authorized by law.
- FOURTH:** The following persons having their addresses set forth opposite their respective names shall be the initial trustees of the corporation to serve until the first annual meeting or other meeting called to elect trustees:

**NAME**

**ADDRESS**

Karl S.Balla

8210 West Ridge  
Broadview Hts., Ohio 44147

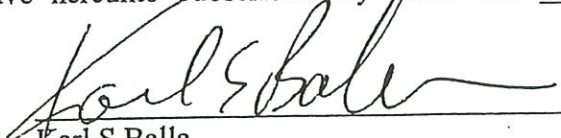
Howard F. Bohrer


905 Brandon Circle  
Aurora, Ohio 44202



FIFTH: The trustees of the corporation shall be known and designated as the Managers and shall collectively comprise the Board of Managers provided for in the By-Laws of Villas at Chapel Hill Unit Owners Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10 day of October, 2000.

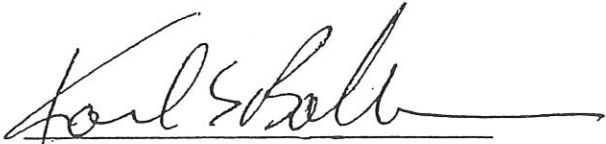
  
Karl S. Balla


  
Howard F. Bohrer

## ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporators of the Villas at Chapel Hill Unit Owners Association, Inc. does hereby appoint Karl S. Balla, a natural person, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 8210 West Ridge, Broadview Hts., Ohio 44147.

### VILLAS AT CHAPEL HILL UNIT OWNERS ASSOCIATION, INC.

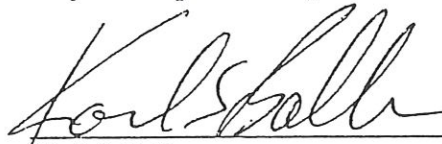
By:   
Karl S. Balla

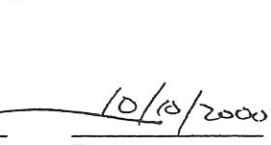
By:   
Howard F. Bohrer

Villas at Chapel Hill  
Unit Owners Association, Inc.

Gentlemen:

I hereby accept appointment of agent of your corporation upon whom process, tax notices or demands may be served.

  
Karl S. Balla

  
Date 10/10/2000

**EXHIBIT F**  
**VILLAS AT CHAPEL HILL CONDOMINIUM ASSOCIATION BUDGET**  
**INCOME: 80 UNITS x 12 MONTHS x \$134.00 AVERAGE FEE = \$128,640.00**

Years 1 & Years Two Budget

<u>EXPENSES</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
<b>ADMINISTRATION</b>		
Management	\$ 11.00	\$ 10,560.00
Legal, Accounting, Income Tax	\$ 1.00	\$ 960.00
Miscellaneous	\$ 1.50	\$ 1,440.00
<b>OPERATING EXPENSE</b>		
Insurance	\$ 7.00	\$ 6,720.00
Building Maintenance	\$ 3.00	\$ 2,880.00
Landscaping	\$ 29.00	\$ 27,800.00
Snow Removal	\$ 11.00	\$ 10,560.00
Rubbish Removal	\$ 7.30	\$ 7,008.00
Exterminating	\$ .40	\$ 384.00
<b>RESERVES</b>		
Replacement	\$ 9.50	\$ 9,120.00
Capital Improvement	\$ 5.50	\$ 5,280.00
<b><u>ASSOCIATION FEES</u></b>	<b><u>\$ 86.20</u></b>	<b><u>\$ 82,752.00</u></b>
<b>UTILITY EXPENSES</b>		
Water & Sewer	\$ 17.00	\$ 16,360.00
Common Electric	\$ 1.50	\$ 1,440.00
<b><u>UTILITY EXPENSE</u></b>	<b><u>\$ 18.50</u></b>	<b><u>\$ 17,760.00</u></b>
<b><u>AMENITIES CLUBHOUSE &amp; POOL</u></b>		
Pool Maintenance	\$ 6.20	\$ 5,952.00
Pool Misc.	\$ .85	\$ 816.00
Pool Electric	\$ .90	\$ 864.00
Pool Gas	\$ .50	\$ 480.00
Pool Replacement Reserve	\$ 2.00	\$ 1,920.00
Clubhouse Maintenance	\$ .85	\$ 816.00
Clubhouse Electric	\$ .50	\$ 480.00
Water / Sewer	\$ 16.50	\$ 15,840.00
Gas	\$ .50	\$ 480.00
Replacement Reserve	\$ .50	\$ 480.00
<b><u>AMENITIES EXPENSE</u></b>	<b><u>\$ 29.30</u></b>	<b><u>\$ 28,128.00</u></b>
<b><u>TOTAL ASSOCIATION FEES</u></b>	<b><u>\$134.00</u></b>	<b><u>\$128,640.00</u></b>
UNITS "A" & "B" =	<u>\$129.00</u>	
UNITS "C" & "D" =	<u>\$139.00</u>	



\*The estimated amounts set forth in the two (2) year projection shown above are based upon the construction of a total of Eighty (80) Units and are further based upon the Developer's building and management experience and information obtained from companies providing the services stated above. Prior to the time that all Eighty (80) Units have been constructed, total Common Expenses may be expected to be less than the amounts stated above, but as such will be spread over fewer Units and may result in an increased Common Expense per Unit.

\*\*The insurance expense estimate included as part of the Common Expenses pertains to the insurance the Association will carry on the Common Areas and Facilities of the Condominium Property. This insurance expense estimate has been based upon Developer's building and management experience and quotes obtained from potential insurers assuming approximate general liability coverage of One Million Dollars (\$1,000,000.00). This insurance expense estimate does not include the insurance the Unit Owner will carry on his individual Unit (e.g. hazard insurance on the Unit itself, liability insurance, and insurance on contents and furnishings). The actual cost of the insurance carried by the Association may vary greatly depending upon what is insured, the type of coverage, the limits of coverage, the comprehensiveness of coverage, and the insurance carrier.

### **RESERVE FUND**

The condominium instruments make it mandatory for the establishment of a reserve fund to finance the cost of repair or replacement of the components of the Common Areas and Facilities. In anticipation of the possibility of future major repair costs for lake embankments, streets, sidewalks, entryways, sewers, for which the dates and costs cannot be reasonably determined, the Developer has gratuitously and under no obligation now or in the future provided for the establishment of a Replacement Reserve Fund in the amount of Five Thousand Dollars and No Cents (\$5,000.00) for the Units the first year and Five Thousand Dollars and No Cents (\$5,000.00) for the Units the second year as shown in this Exhibit Five. Additionally, the Association shall have provide for Three Thousand Four Hundred Twenty Dollars and No Cents (\$3,420.00) to be allocated out of its common area maintenance charges to be provided to the reserve fund and shall have full discretion over the purpose and amount of disbursements from or future contributions to this reserve. The reserve contains no provision for maintenance, repair, and replacement with respect to the Units themselves as the responsibility for such is with the Unit Owners pursuant to the terms of the Declaration. In addition, at the closing of a Unit, each purchaser will be required to pay Three Hundred Dollars and No Cents (\$300.00) which is to be applied to Common Areas and Facilities.

### **MANAGEMENT FEE**

Villas at Chapel Hill would be obtainable from an independent management company after the the Developer has turned over control of the Unit Owners Association to the Unit Owners. [NOTE: Management Agreement assumes completion of Eighty (80) Units]

**EXHIBIT G**  
**PRICE SCHEDULE**  
**VILLAS AT CHAPEL HILL**

**EFFECTIVE DATE:** March 30, 2000

**UNIT MODEL:**                    "A" (Villa)  
                                      "B" (Chateau)  
                                      "C" (Abbey)  
                                      "D" (Canterbury)

**BASE PURCHASE PRICE:**      "A" \$122,900.00  
   "B" \$143,900.00  
   "C" \$151,900.00  
   "D" \$165,900.00

At this time, the Developer is offering four (4) basic Units as described in the Disclosure Statement. The price shown above is as of the effective date of this price schedule and is for the basic unit without options. The Developer, in marketing the Units, retains the right to change, without notice, the price at which the Units in the Condominium Property are offered and reserves the right to vary the prices depending upon the type of appliances selected by prospective purchaser and the nature and extent of the decorating within the Condominium Unit provided by the Developer. In addition, the Developer reserves the right, in the Developer's discretion, to offer quantity discounts to persons who may purchase more than one Unit in the Condominium Property and to offer marketing inducements and plans to prospective purchasers.

## **EXHIBIT I**

### **VILLAS AT CHAPEL HILL**

#### **SCHEDULE OF LIMITED WARRANTIES**

The following are the warranties with respect to the Condominium Property and the Units:

- A. The structural warranties are set forth and provided in the Declaration and the Purchase Agreement and are provided by the Developer.
  - 1. Dishwasher, disposal and range hood: 1 year Labor & Material
  - 2. HVAC system: 2 year Labor & Material
  - 3. Hot water heater: 1 year Labor & Material



## EXHIBIT K

### Estimated Real Estate Taxes

		<u>First Year</u>		<u>Second Year</u>	
	Base Selling Price	Annual	Monthly	Annual	Monthly
Villa	\$122,900	\$1858.00	\$154.83	\$1904.45	\$158.71
Chateau	\$143,900	\$2176.00	\$181.33	\$2230.40	\$185.87
Abbey	\$151,900	\$2296.00	\$191.33	\$2353.40	\$196.12
Canterbury	\$165,900	\$2510.00	\$209.11	\$2572.75	\$214.40

Real estate taxes and assessments are separately assessed to each Unit and, therefore, are not a Common Expense. The estimated amount of real estate taxes was determined by Endress Title Co. by applying the Summit County common level of assessment of sales price of each Unit; multiplying said sum by the City of Tallmadge effective tax rate.

The second year amounts reflect a two and one-half percent (2.5%) increase over the first year amounts.

The estimated amounts of Real Estate Taxes are calculated upon the Units appearing as completed Units on the Summit County real estate tax duplicate. It is anticipated that the first year's taxes will be substantially less than the estimated amounts since the first year's taxes will probably be calculated on vacant land or partially completed Units.

The estimated amounts are based on tax rates set forth on the 1999 Real Estate Tax Duplicate which is the latest available tax duplicate. It is impossible to predict with certainty what the real estate taxes will be in future years because of possible changes in the common level of assessment, tax rates, tax credits, tax laws and other factors. Further the 1997 Real Estate tax duplicate is based on land values only and does not take into consideration values of buildings and other improvement.

«CL2:101918\_1»



**DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
VILLAS AT CHAPEL HILL, SUMMIT COUNTY, LLC**

This will certify that a copy of this Declaration, together with the Drawings, By-Laws, and other Exhibits referred to therein, were filed in the office of the County Auditor, Summit County, Ohio, on \_\_\_\_\_, 2000.

COUNTY AUDITOR

By: \_\_\_\_\_  
Deputy

This instrument prepared by:

BUCKINGHAM, DOOLITTLE & BURROUGHS  
1375 E. 9th Street, Suite 1700  
Cleveland, Ohio 44114  
(216) 621-5300

**NOTICE**

GRANTOR HAS A RIGHT TO MAKE TECHNICAL CHANGES IN THIS INSTRUMENT  
AT THE TIME OF RECORDING THIS INSTRUMENT TO REFLECT THE THEN  
EXISTING DEVELOPMENT OF VILLAS AT CHAPEL HILL





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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
VILLAS AT CHAPEL HILL CONDOMINIUM



THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VILLAS AT CHAPEL HILL CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Sept 19, 2005

BY: JOHN A. DONOFRIO  
FISCAL OFFICER  
By O. Tayan, Deputy Auditor



John A Donofrio, Summit Fiscal Officer

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CONDO 72.00

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
VILLAS AT CHAPEL HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Villas at Chapel Hill Condominium (the "Declaration") and the Bylaws of Villas at Chapel Hill Owners Association, Inc. (the "Bylaws"), Exhibit D-1 to the Declaration, were recorded at Summit County Records Instrument No. 54476345, 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 Villas at Chapel Hill Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Villas at Chapel Hill 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) DELETE DECLARATION ARTICLE VIII, entitled "STATUTORY AGENT," in its entirety. Said deletion is to be made on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345.

INSERT a new DECLARATION ARTICLE VIII, entitled "STATUTORY AGENT." Said addition, to be made on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:





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CONDO 72.00

John A Donofrio, Summit Fiscal Officer

## VIII STATUTORY AGENT

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.

(5) INSERT a new SECTION C, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE XVIII. Said new addition, to be added on Page 21 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:

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

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XIV, SECTION E, entitled "Lien of Association." Said new addition, to be added on Page 17 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, 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.

(7) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION A, entitled "Sale or Lease." Said new addition, to be added on Page 21 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:

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 Owner's Agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Owner at least ten days written notice of the



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CONDO 72.00

intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XIV, SECTION A, entitled "General." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a 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 Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to BYLAWS ARTICLE V SECTION 10, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 57 of the Bylaws, Exhibit D-1 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345 , is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XIV, SECTION H, entitled "Liability for Assessments Upon Voluntary Conveyance." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the 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.





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(11) INSERT a new PARAGRAPH (11), entitled "Owner/Resident Information," to DECLARATION ARTICLE III, SECTION B. Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345 , is as follows:

(11) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Owner, provide to the Association the 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 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 6, entitled "Regular Meetings." Said new addition, to be added on Page 48 of the Bylaws, Exhibit D-1 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345 , 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 55 of the Bylaws, Exhibit D-1 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, 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 (h) to BYLAWS ARTICLE II, SECTION 2, entitled "Powers, Authorities and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6), (7) and (8), thereafter. Said new additions to be added on Page 47 of the Bylaws, Exhibit D-1 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345 , is as follows:



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CONDO  
John A Donofrio, Summit Fiscal Officer

- (h) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:
- (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
  - (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Owners and relates to matters affecting the Condominium Property;
  - (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
  - (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
  - (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;
  - (6) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;
  - (7) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
  - (8) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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 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 Villas at Chapel Hill Unit Owners Association, Inc. has caused the execution of this instrument this 13<sup>th</sup> day of September, 2005.

VILLAS AT CHAPEL HILL UNIT OWNERS ASSOCIATION, INC.

By: Wanda M. Cussio, President

WANDA M. CUSSIO, its President

STATE OF OHIO )

COUNTY OF SUMMIT )

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas at Chapel Hill Unit Owners Association, Inc., by Wanda M. Cussio, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Tallmadge, Ohio, this 13<sup>th</sup> day of September, 2005.

Nancy Anne Wargo  
NOTARY PUBLIC

**NANCY ANNE WARGO**  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County

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



John A Donofrio, Summit Fiscal Officer

**55235308**

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**COPY**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
VILLAS AT CHAPEL HILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VILLAS AT CHAPEL HILL CONDOMINIUM RECORDED AT INSTRUMENT NO. 54476345, OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VILLAS AT CHAPEL HILL CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
FISCAL OFFICER

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
VILLAS AT CHAPEL HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Villas at Chapel Hill Condominium (the "Declaration") and the By-Laws of Villas at Chapel Hill Owners Association, Inc. (the "Bylaws"), Exhibit D-1 to the Declaration, were recorded at Summit County Records Instrument No. 54476345, and

WHEREAS, the Villas at Chapel Hill Unit Owners Association, Inc. (the "Association") is a corporation consisting of all Owners in Villas at Chapel Hill and as such is the representative of all Owners, and

WHEREAS, Article IX of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 13 authorizes amendments to the Bylaws, and

WHEREAS, 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 Owners representing 91.37% of the Association's voting power as of January 3, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 91.37% 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 Owners representing 84.39% of the Association's voting power as of January 3, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 84.39% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Summit County Fiscal Office, 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 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Villas at Chapel Hill Condominium is hereby amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION B(12) entitled, "Occupancy Restriction." Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only 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

DELETE DECLARATION ARTICLE XIX, Section A entitled, "Sale or Lease," in its entirety. Said deletion to be taken from Page 21 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, and as amended at Instrument No. 55235308.

INSERT a new DECLARATION ARTICLE XIX, Section A entitled, "Leasing of Units." Said new addition, to be added on Page 21 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, and as amended at Instrument No. 55235308, is as follows:

- A. Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Owners, subject to the following:
- (1) This restriction does not apply to: (a) Units are occupied by the parent(s) or child(ren) of the Owner; or, (2) any Owner leasing or renting his/her Unit at the time of recording of this amendment with the Summit County Fiscal 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 Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Owner.
  - (2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner has the right to lease his/her Unit, provided the 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 twelve (12) consecutive months. The one-time hardship exception of up to twelve (12) months may in no event be extended beyond the one twelve (12) month period.
  - (3) In no event shall a Unit be rented or leased by the 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) Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.
- (5) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Owner shall relinquish all amenity privileges, but 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.
- (6) 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 Owner's agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

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 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 Villas at Chapel Hill Unit Owners Association, Inc. has caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

VILLAS AT CHAPEL HILL UNIT OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
BOB DANNEMILLER, its President

By: \_\_\_\_\_  
JACK OBENDORFER, its Secretary

STATE OF OHIO                                 )  
  )  
COUNTY OF \_\_\_\_\_)         SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas at Chapel Hill Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 8, 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 \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650



EXHIBIT A

AFFIDAVIT

STATE OF OHIO                     )  
  )  
COUNTY OF \_\_\_\_\_)       SS

BOB DANNEMILLER, being first duly sworn, states as follows:

1.     He is the duly elected and acting President of the Villas at Chapel Hill Unit Owners Association, Inc.
2.     He caused copies of the Amendments to the Declaration to be mailed by certified mail to all 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.

\_\_\_\_\_  
BOB DANNEMILLER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named BOB DANNEMILLER 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 \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Villas at Chapel Hill Unit 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 Amendments to the Declaration.

N O N E

\_\_\_\_\_  
JACK OBENDORFER, Secretary

STATE OF OHIO                    )  
  )     SS  
COUNTY OF \_\_\_\_\_)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **JACK OBENDORFER** 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 \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC