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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BRANDYWINE PRESERVE CONDOMINIUM

NORTHFIELD CENTER TOWNSHIP, OHIO
An Expandable Condominium Development

AND

BYLAWS

OF

BRANDYWINE PRESERVE CONDOMINIUM
OWNERS' ASSOCIATION, INC.

DEVELOPED AND BUILT BY:

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This Instrument Prepared by:

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TRANSFER NOT NECESSARY
Nov 5, 1997
James B. McCarthy County Auditor

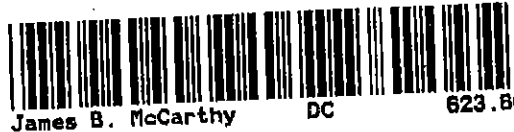


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(H) "Common Assessments" means assessments charged proportionately against all Units for common purposes.

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

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

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

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

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

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

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

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

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

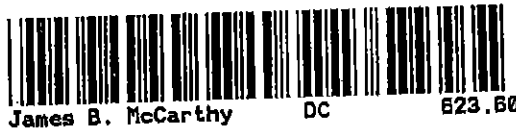
Preserve Condominium Owners' Association, Inc. The Association is hereinafter sometimes called the "Unit Owners' Association".

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

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

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

- (1) The real estate described in the Declaration.
- (2) All other areas, facilities, places, and structures that are not part of a Unit, including, but not limited to:
 - (a) The foundations, columns, girders, beams, supports, supporting walls and roofs;
 - (b) The roadways, driveways, sidewalks, yards, gardens and parking areas;
 - (c) Easements created for the benefit of the Condominium Property, including easements created in the Master Declaration:
 - (i) for access to private streets and access to public streets and highways; and;
 - (ii) for utility and other purposes;
 - (d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating;
 - (e) In general, all apparatus and installations existing for common use;
 - (f) Such community facilities, including a gazebo, as may be provided for in the Declaration;
 - (g) All other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as Common Areas and Facilities in the Declaration or Drawings.



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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

BRANDYWINE PRESERVE CONDOMINIUM
NORTHFIELD CENTER TOWNSHIP, SUMMIT COUNTY, OHIO

This Declaration made by Brandywine Preserve, Ltd., a limited liability company organized and existing under Ohio law, hereinafter referred to as "Declarant",

W I T N E S S E T H: T H A T

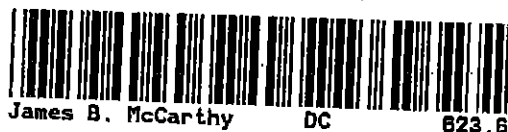
WHEREAS, the Declarant is the owner of the real estate referred to herein as "Parcel No. 1" and described in Exhibit No. 1 attached hereto and made a part hereof; and

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

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

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

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





DECLARATION

Submitting the property known as Brandywine Preserve Condominium, Northfield Center Township, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code.

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

Date: Nov. 5, 1997.


James B. McCarthy
Summit County Auditor

By: *David Jones*
Deputy Auditor

EXHIBITS TO DECLARATION

- Exhibit "1" - Legal Description of Parcel No. 1
- Exhibit "2" - Legal Description of the Additional Property

- Exhibit "A" - Reference to Allotted Drawings
- Exhibit "B" - Bylaws of Brandywine Preserve Condominium Owners' Association, Inc.
- Exhibit "C" - Intentionally Omitted
- Exhibit "D" - Narrative Description of Buildings and Units
- Exhibit "E" - Designation of Unit Type, Unit Number and Address, and Percentage Interest

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(R) "Design Review Committee" means the committee created by the Master Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions and changes within the Property.

(S) "Eligible Mortgage Holders" means the holder, insurer or guarantor of a first mortgage on a Unit. Eligible Mortgage Holders are sometimes referred to herein as first mortgagees of Units.

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

(U) "Master Association" means Brandywine Preserve Master Association, Inc., a non-profit Ohio corporation.

(V) "Master Articles" means the Articles of Incorporation of the Master Association which are filed with the Secretary of the State of Ohio to create the Master Association.

(W) "Master Code" means the Code of Regulations of the Master Association.

(X) "Master Declaration" means Master Declaration of Covenants, Conditions, Restrictions and Easements for Brandywine Preserve, recorded with the Summit County Recorder immediately prior to the recording of this Declaration. The Master Declaration creates rights, obligations, easements, covenants and restrictions that affect the Condominium Property, the Additional Property and other properties. The Master Declaration grants and reserves easements for access, maintenance, utility and other purposes for the benefit of said properties. The Master Declaration further provides for the creation of Brandywine Preserve Master Association, Inc., an Ohio not-for-profit corporation, for the ownership and operation of the Common Areas and Facilities and for the maintenance, repair and replacement of certain facilities to serve the Condominium Development, Additional Property and other properties; and for the ownership, operation, maintenance and repair of lands intended to remain as open areas, roadways, utilities, security facilities and other amenities and facilities to be used in common by the Condominium Development, the Additional Property and other properties. The Master Declaration further imposes covenants and restrictions upon the Condominium Development and the Additional Property and other properties and imposes assessments upon the Unit Owners of the Condominium Development and the Additional Property to provide sufficient funds for the Master Association to carry out its responsibilities.

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

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



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

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

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

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

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

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

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

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property, hereinbefore described, to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the structures thereon, containing an aggregate of nine (9) separate Units, is hereby divided into nine (9) separately designated and legally described freehold estates, and one freehold estate hereinafter described and referred to as "Common Areas and Facilities".

Insofar as is possible, all the particulars of the land, Buildings, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings incorporated herein by reference as Exhibit "A", prepared and bearing the certified statements of Joseph Mosyjowski, Mosyjowski & Associates Engineers, Registered Surveyors and Professional Engineers, 2615 Schwartz Road, Hartville, Ohio 44632, as required by Section 5311.07, of the Ohio Revised Code. Such set of drawings is hereinafter referred to as the "Drawings" or "Allotted Drawings" and the separate drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

(A) Units. Each of the nine (9) Units hereby declared and established as a freehold estate shall consist of all the space bounded by the interior (un-drywalled) surfaces of the perimeter walls, floors and ceilings of each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the layout, location, designation and dimensions of each such Unit being shown on the Allotted Drawings incorporated herein by reference as Exhibit "A", and including, without limitation:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

A narrative description of the Buildings and the Units contained therein is set forth in Exhibit "D" attached hereto and made a part hereof. Any inconsistencies between the narrative

description of the Buildings and the Units and/or of the Common Areas on one hand, as set forth in Exhibit "D", and the Allotted Drawings on the other hand shall be resolved in favor of the Allotted Drawings.

(B) Common Areas and Facilities.

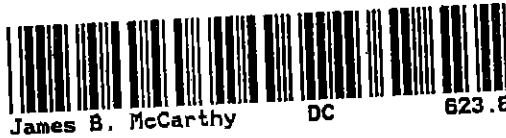
(1) Description of Common Areas and Facilities. Subject to the provisions of the Master Declaration, the entire balance of the land and improvements thereon, including but not limited to, all Buildings, foundations, roofs, main and supporting walls, gazebos, postal stations (except individual mail boxes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

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

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

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

(c) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which serves only the particular



Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located within the bounds of such Unit or located outside the bounds of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

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

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

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

(g) The sidewalk serving each Unit;

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

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

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

(k) The mail box serving such Unit.

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

all Unit Owners affected, or except by amendment to this Declaration in the manner provided in Article XII herein for the purpose of adding to the Condominium Property pursuant to Article XI herein.

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

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

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

(6) Use of Common Areas and Facilities

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

(b) Management Agreement. The Declarant, prior to formation of the Association, and the Association thereafter may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent"). Such



delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than five (5) years. In addition, no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than one (1) year following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the Bylaws and as required by Sections 5311.08 and 5311.25(D) of the Act. Notwithstanding the foregoing, either the Association or the Managing Agent shall have the right to terminate the management agreement at any time after such assumption of control, upon not more than ninety (90) days notice to the other party thereto. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with Declarant and with any partner, agent, contractor or employee of Declarant, without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

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

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

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

(a) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the other Limited Common Areas and Facilities belonging to his Unit, including watering the yard areas

adjacent to his Unit or making such water available to the Association, Management Company or their respective contractors, agents and employees. Each Unit Owner is responsible for maintenance and repair of the walks serving his Unit, including snow removal from his walks.

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

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

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

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

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



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

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

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

ARTICLE III

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

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

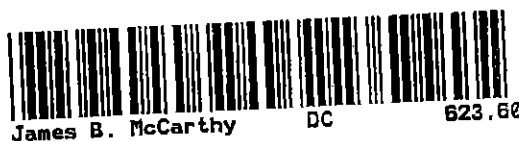
(A) Master Declaration of Covenants, Conditions, Easements and Restrictions of Brandywine Preserve (the "Master Declaration"). The Master Declaration creates rights, obligations, easements, covenants and restrictions set forth in the Master Declaration that affect the Condominium Property, the Additional Property and other properties described therein. The Master Declaration grants and reserves easements for access, maintenance, utility and other purposes for the benefit of said properties. The Master Declaration further provides for the creation of Brandywine Preserve Master Association, Inc., an Ohio not-for-profit corporation, for the ownership and operation of

certain facilities to serve the Condominium Development, Additional Property and other properties described therein, and for the ownership, operation, maintenance and repair of properties intended to remain as open areas, roadways, utilities, security facilities and other amenities and facilities to be used in common by the Condominium Development, the Additional Property and other properties described therein. The Master Declaration further imposes covenants and restrictions upon the Condominium Development, the Additional Property and other properties described therein, to provide sufficient funds for the Master Association to carry out its responsibilities.

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

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

(D) Maintenance Easements. Easements in favor of the Declarant and/or the Association over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the use of television cable lines and other television reception devices, subject to the provisions of Article VII(D) hereof; easements for the use of security alarms and other security devices; and easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.





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

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

(G) Association's Right to Use of Common Area. The Declarant and the Association shall have the non-exclusive right and easement in common to utilize the Common Areas, as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Areas mechanical, maintenance and storage facilities for use by the Association.

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

(I) Future Easements to Others. Such easements as Declarant or the Association from time to time may hereafter grant to others (including, but not limited to, a 49.2345 acre parcel of real estate owned by Declarant, situated in the Village of Boston Heights [the "Boston Heights Parcel"], the Boston Heights Parcel being located south of the Condominium Property) on behalf of the Condominium Property for roadway, access and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, sidewalks, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone wires and equipment and television and electrical cables, conduits and wire over, under and along any portion of the Common Areas and Facilities (other than Limited Common Areas and Facilities), provided that it shall be a condition

precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at his, her, its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements, and provided further that the owner or owners of such benefited land shall pay their fair share of the cost and expense of repairing, replacing, relocating and operating said improvements, said fair share to be determined in accordance with the provisions of the last section of this Article III. Notwithstanding the foregoing, the Boston Heights Parcel shall not be assessed the cost of using such improvements unless and until it is developed, and is not being utilized in its natural state as an "open space". Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant or the Association, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

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

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

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





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

ARTICLE IV

UNIT OWNERS' ASSOCIATION OF
BRANDYWINE PRESERVE CONDOMINIUM

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

Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit "B". The number of members constituting the Board of Managers and the terms of such members are set forth in the Bylaws attached hereto as Exhibit "B".

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

(C) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Sections 5311.05(B)(8) and 5311.20. The President, a Vice President, the Secretary or Treasurer of the Association shall be designated by the Board of Managers of the Association as its statutory agent and the statutory agent so designated shall be a resident of the Condominium and an owner of one of its Units. Until such time as a statutory agent is designated, service may be made upon Mark Campbell, 2576 North Haven Boulevard, Cuyahoga Falls, Ohio 44223. When and after the Association is lawfully constituted the statutory agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

ARTICLE V

ASSESSMENTS

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

(B) Division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses. The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property is based upon the percentage of interest in the Common Areas and Facilities of such Units expressed in Article II (B)(4) hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the Unit Owner or Occupant thereof that the percentage set forth opposite each Unit in Exhibit "E" of this Declaration is in the proportion that the square footage of the Unit bears to the aggregate square footage of all Units on the date this

Declaration is filed for record, or the date an amendment to this Declaration is filed for record pursuant to Article XI hereof, and the proportionate share of profits and expenses of each Unit Owner shall be in accordance with said percentages set forth in Article II, (B)(4) hereof. The obligation of an Owner to pay his proportionate share of Common Assessments shall commence upon such Owner's acquisition of his Unit.

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

(D) Lien of Association. The Association shall have the right to place a lien upon the estate or interest in any Unit of the owner thereof and his percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate therefor with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of Managers of the Association. The certificate shall contain a description of the Unit, the name or names of the record owner or owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years after the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a late fee or service charge of ten percent (10%) of the amount of the delinquent payment or Twenty-Five Dollars (\$25.00), whichever is greater ("Charge"), in order to defray the administrative costs of collection, and, in addition, the Association shall be entitled to levy against the delinquent Unit Owner court costs and attorney and paraprofessional (paralegal) fees.

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

(F) Dispute as to Common Expenses. A Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action for the

discharge of the lien in the Court of Common Pleas for Summit County, Ohio. In the action, if it is finally determined that the portion of Common Expenses has been improperly charged to the owner or his Unit, the court shall make an order as is just, which may provide for a discharge of record of all or a portion of the lien.

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

(H) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VI

INSURANCE AND RECONSTRUCTION

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

(1) Casualty Insurance. The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and Facilities and all personal property as may be owned by the Association and for which the Association is responsible; and casualty insurance on all other structures and insurable improvements constituting a part of the Condominium Property, other than improvements located in the bounds of each Unit which have been placed therein by or on behalf of parties other than Declarant or the Association. That is, the Condominium policy shall insure the fixtures, installations, wall and floor coverings, plaster or plasterboard (drywall), cabinetry, sinks, dishwashers, disposals, toilets, partitions and other improvements which have been installed or shall in the future be installed





by the Declarant, but the Association shall not insure any improvements within the bounds of a Unit placed therein by or on behalf of any one other than the Declarant or the Association. The burden shall be upon the Unit Owner to determine whether improvements located within the bounds of such Owner's Unit shall be insured under the Association policy. The casualty insurance to be purchased hereunder by the Association shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage), as determined by a qualified appraiser, the amount determined and the insurance to be reviewed annually and adjusted if necessary. The cost of the appraisal shall be a Common Expense. Such insurance shall include the following coverages:

- (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
- (b) such policy shall include, if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or the equivalent, a "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent; and
- (c) such other risks (including flood insurance if such insurance is available) as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts as the Board shall determine, provided, however, such deductible amounts shall not exceed the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy amount. The deductible amounts shall be treated as a Common Expense. The policy or policies providing coverage (hereinafter called "Casualty Insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to the Unit Owner, the Association and to each Unit first mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Declarant, the Association, the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide (i) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any; (ii) that the insurer waives its rights of subrogation against Unit Owners, Occupants of Units, and the Association; (iii) that the insurance will not be prejudiced by any acts or omissions of Unit Owners that are not under the control of the

Association; and (iv) the policy is primary, even if a Unit Owner has other insurance that covers the same loss. The Casualty Insurance policies and any endorsements thereto shall be deposited with the Association or with the Insurance Trustee (as hereinafter defined), if one is appointed, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the provisions hereof. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association as exclusive agent for each of the Unit Owners and each holder of a mortgage or other lien on any Unit unless the Board determines to appoint an Insurance Trustee in accordance with Subsection (6) of Section (A) of this Article VI.

(2) Liability Insurance. The Association shall insure itself, the members of the Board, the Unit Owners and Occupants of Units other than Unit Owners against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to the Association and to each Unit first mortgagee. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants of Units who are not Unit Owners against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Areas and Facilities. The Association shall also obtain directors (Board of Managers) and officers liability coverage if reasonably available.

(3) Fidelity Bonds. A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds (including reserve funds) resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable, but in no event shall the amount of the bond be less than an amount equal to three (3) months' Common Assessments. The fidelity bond shall name the Association (or the Insurance Trustee) as the obligee, and the premium for such bond shall be a Common





Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without ten (10) days prior written notice to the Association and to all holders of first mortgages of record. Where a management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds on behalf of the Association. Such coverage by the management agent shall comply with the other provisions of this Section (3).

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

(5) Unit Owner Insurance. Each Unit Owner may, at his own expense, obtain insurance covering his Unit (consisting of all space bounded by the interior [un-drywalled] surfaces of the perimeter walls, floors and ceilings as specified in Article 2[A] of this Declaration), the Limited Common Areas and Facilities that are attributable solely to his Unit, and the contents of his Unit, the foregoing including, but not limited to, all floor and wall coverings, furniture, fixtures and other betterments installed by each Unit Owner, and any personal property which he stores elsewhere on the Condominium Property, and each Unit Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Unit and Casualty Insurance affording coverage upon his Unit and property inasmuch as the same may not be insured by the Association, but such Casualty Insurance shall provide that it shall be without contribution as against the Casualty Insurance purchased by the Association or shall be written by the carrier of such Casualty Insurance and shall contain the same waiver of subrogation as that referred to in subsection (1) above. The Association shall have the right, but not the obligation, to insure portions of a Unit pursuant to Section (A)(1) of this Article and the provisions of this subparagraph (5) shall not invalidate such provision.

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

(B) Responsibility for Reconstruction or Repair.

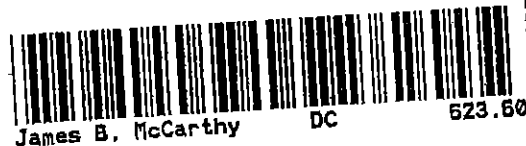
(1) If any portion of the Condominium Property shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Association (or the Insurance Trustee if one has been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

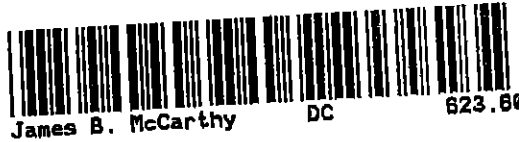
(2) Each Unit Owner shall be responsible for the repair of his Unit (and the Limited Common Areas and Facilities attributable solely to his Unit) after casualty that are not covered by the Association's Casualty Insurance.

(C) Procedure for Reconstruction or Repair.

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

(2) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any,) one or more special assessments shall be made against all Unit Owners





in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Association or the Insurance Trustee, as the case may be.

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

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

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

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

(D) Minor Repairs.

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

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

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

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(A) No part of the Condominium Property shall be used for other than housing and the related common purposes for which the Condominium Property was designed. Each Unit shall be used as a residence by the Unit Owner and his family, or by lessees or guests of the Unit Owner and his family, except for such limited professional or commercial use as the Declarant or the Board of

Managers, upon application of a Unit Owner or Purchaser, from time to time may authorize as not being inconsistent with the residential character of the Condominium Property and not being in violation of the zoning ordinances of the Township of Northfield Center.

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

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

(D) Pursuant to the Federal Telecommunications Act of 1996, an antenna or satellite dish may be placed within a Limited Common Area, subject to the approval of the size, type, color and location of such antenna or satellite dish by the Board and/or the Design Review Committee established by the Master Declaration (see Section 7.12 of the Master Declaration). Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio, television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board. Furthermore, no curtains, drapes, shades or blinds shall be displayed in or from any window or glass door of a building without the prior written consent of the Board unless the part thereof within view from the exterior of a building is white, near white or beige in color.

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

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

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

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

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

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

(K) Except as provided in Section (A) of this Article, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the Bylaws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to offer garage service, cable T.V. service, and coin-operated washers and dryers or vending machines, or other "commercial" enterprises in the Common Areas and Facilities, provided that such operation shall be primarily intended for the convenience and welfare of the Unit Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit. The right is reserved by the Declarant, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. The right is reserved by the Declarant, or its agent, to use any unsold Unit or Units for office, sales, model or display purposes.

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

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





ARTICLE VIII

REHABILITATION OF EXISTING BUILDINGS,
STRUCTURES AND OTHER IMPROVEMENTS

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

ARTICLE IX

SALE OF THE PROPERTY

The Unit Owners by unanimous vote (and with the vote of at least sixty-seven percent (67%) of the holders of first mortgages) may elect to sell the Condominium Property as a whole. Upon such action, it shall become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners, in accordance with their interest in the Common Areas and Facilities of the Condominium Development.

ARTICLE X

REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

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

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

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

(B) Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title and interest of the Unit Owner in the Condominium Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged shall be paid to the Unit Owner. Upon the confirmation of such sale, the Purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such

sale, and the decree shall so provide, that the Purchaser shall take the interest in the Condominium Property sold subject to this Declaration.

ARTICLE XI

ADDITIONS TO CONDOMINIUM PROPERTY

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

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

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

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

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

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

(F) The Declarant has the right to expand the Condominium Property to include the Additional Property, or any portion thereof, in one (1) or more submissions. There are no limitations

fixing the boundaries of the portions of the Additional Property that the Declarant may submit to the Condominium Property and there are no limitations on the order in which portions of the Additional Property may be submitted to the Condominium Property.

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

(H) The Declarant anticipates constructing one hundred eighteen (118) Units on the Additional Property, for a total number of Units on Parcel No. 1 and the Additional Property of two hundred twenty-seven (227) Units, which is the maximum number of Units that may be constructed on Parcel No. 1 and the Additional Property based on the zoning code of the Township of Northfield Center.

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

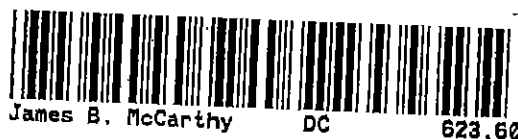
(J) Although the Declarant anticipates that the Additional Property Buildings shall be compatible with the Parcel No. 1 Buildings with respect to quality of construction, principal materials to be used and architectural style, the Additional Property Buildings need not be compatible with the Parcel No.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

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

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

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

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(N) The Declarant reserves the right to assign its rights and options to expand the Condominium Property to include the Additional Property, or any portion thereof (and other rights reserved by the Declarant), to any successor of the Declarant who stands in the same relationship to the Condominium Development as the Declarant and to the holder of a first mortgage on the Condominium Development as additional security for the note secured by such mortgage. If the holder of a first mortgage thereafter acquires title to the Additional Property, such holder shall have the right to assign its right to expand the Condominium Property (and other rights reserved by the Declarant) to a person acquiring the Additional Property from such holder.

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

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

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

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

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

(Q) Declarant reserves the right to file an instrument in recordable form expressing its intention not to submit the Additional Property or any portion thereof to the provisions of this Declaration and the filing of such an instrument will be conclusive proof of such removal of the Additional Property or any portion thereof from the operation of the Declaration; provided, however,



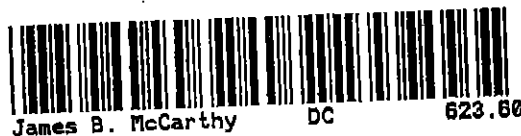
that such filing will not in any way affect any easements created by the Declaration or otherwise for the benefit of the Property or the Additional Property. Declarant reserves the right to develop all or any portion of the Additional Property independently of the Condominium Property for residential dwellings which need not be made subject to this Declaration.

ARTICLE XII

AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article XII or in any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association and must contain the certification by the President or Secretary of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. Except for an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof, no amendment shall be made to the percentage interests of each Unit in the Common Areas and Facilities as set forth in Article II(B)(4) and Exhibit "E" of this Declaration except by an amendment to this Declaration unanimously approved by all Unit Owners affected. In the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof, this Declaration may be amended by an instrument in writing signed by one (1) officer of Declarant with the written consent of the holder(s) of a mortgage(s) on the Additional Property. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request, the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof to a Unit Owner and a first mortgagee of a Unit Owner. No amendment by the Board or Unit Owner shall have any effect, however, upon the Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide mortgagees until the written consent of the Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and the Secretary's certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes. An amendment hereunder shall be effective upon recordation of the amendment in the Office of the County Recorder of Summit County, Ohio; provided, however, that no provision in the Declaration may be amended so as to conflict with the obligatory provisions of the Act.

(B) Special Amendment. Prior to the formation of the Association, Declarant shall have the right and power, and after the formation of the Association either the Declarant and the Board shall each have the right and power, to record a special amendment ("Special Amendment") to this



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

ARTICLE XIII

SUBDIVISION OR COMBINATION OF UNITS

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

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



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

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

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

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

(B) The Unit Owner or Unit Owners desiring to make such Combination and/or Division shall make written application to the Board acting on behalf of the Association requesting an amendment to the Declaration (including the Drawings), the application to be accompanied by: (1) an architect's drawing of the proposed alterations of the affected Unit or Units and the affected Common Areas and Facilities; and (2) a calculation of the reallocation of the percentage of interest in the Common Areas and Facilities appurtenant to such Units affected by such proposed Combination and/or Division. If the Unit Owner or Unit Owners making application to the Board for approval of the Combination and/or Division has complied with the requirements of this Section, the Board by at least a majority vote of its members, shall give its approval of the Combination and/or Division and an officer of the Association shall indicate said approval on the amendment to the Declaration effecting the Combination and/or Division. If the Board, within fifteen (15) days after the submission of such request fails to respond to the application, the application shall be deemed approved, and any one (1) owner of a Unit involved in the Combination and/or Division is hereby irrevocably empowered to execute the same as attorney-in-fact for the Board, this power being coupled with an interest. If an owner of a Unit so executes such amendment on behalf of the Board, such owner shall prepare and file with such amendment a notarized certificate stating that he submitted the amendment to the Board for approval; that the Board failed to approve the amendment within the aforesaid fifteen (15) day period; that the amendment complies with the requirements of this Section; and that he is executing the amendment pursuant to the provisions of this Section. The Combination and/or Division shall be effective upon the recording of an amendment to the Declaration (including the Drawings), consistent with and reflecting said Combination and/or Division, and executed by the Board (including an owner of a Unit acting on behalf of the Board pursuant to the power-of-attorney granted above) and by the Unit Owner or Unit Owners of the affected Unit or Units. Every other Unit Owner shall be deemed to have consented to any such amendment and no action or consent by or from the Board or the Association, shall be necessary to make any such amendment effective. Such amendment shall also specify the resultant reapportionment of the percentages of interest in the Common Areas and Facilities, the proportionate share of the Common



Profits and Common Expenses and the voting power of the Unit or Units resulting from the Combination and/or Division, the total of which, in each case, shall equal the interest, share and voting power of the former Unit or Units involved in the Combination and/or Division. Any expenses incurred in connection with accomplishing the Combination and/or Division, including without limitation, engineering, surveying, architectural, legal and recording fees and expenses, shall be paid by the Unit Owner or Unit Owners of the Unit or Units involved, and such Unit Owner or Unit Owners shall be jointly and severally liable for the payment thereof.

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

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

ARTICLE XIV

CONDEMNATION

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

(B) If less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Property hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (1) the total amount



allocated to taking of or injury to the Common Areas and Facilities shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities; (2) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (3) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

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

(D) The payment of funds by the condemning authority pursuant to this Article XIV and any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article VI hereof (Insurance and Reconstruction).

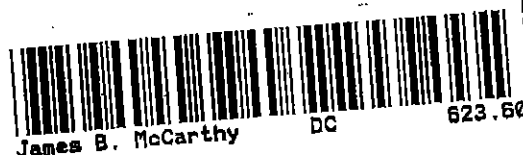
(E) Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association his attorney-in-fact, coupled with an interest, and authorizes,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

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

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES

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



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

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

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

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

(E) Other Notices to Each Holder, Insurer or Guarantor of a First Mortgage Encumbering a Unit. Timely notice shall be given of:

- (1) Any proposed amendment hereto that effects a change in:
 - (a) the boundaries of any Unit or the Limited Common Areas appertaining thereto;

- (b) the interests in the Common Areas or Limited Common Areas appertaining to any Unit or the liability for Common Expenses appertaining thereto;
- (c) the voting rights appertaining to any Unit; or
- (d) purposes to which any Unit or the Common Areas are restricted;

(2) Any proposed termination of the Condominium Property.

(F) Special Federal Home Loan Mortgage Corporation Provisions.

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

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



- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer or otherwise convey his or her Unit;
- (m) a decision of the Association to establish self-management when professional management had been required previously by the Condominium Instruments or by an eligible mortgage holder;
- (n) restoration or repair of the Condominium Development (after a hazard, damage or partial condemnation) in a manner other than that specified in the Condominium Instruments;
- (o) any action to terminate the legal status of the Condominium Development after substantial destruction or condemnation occurs;
- (p) any provisions that expressly benefit mortgage holders, insurers or guarantors;
- (q) the reallocation of percentage interests in the Common Areas resulting from a partial condemnation or partial destruction.

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

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

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

(G) Audited Financial Statements. Upon written request by an Eligible Mortgage Holder to the Association, the Association shall be required to prepare and furnish within a reasonable period of time an audited financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XVI

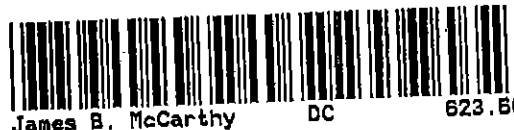
SALE, LEASING OR OTHER ALIENATION OF UNITS

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

(B) Unit Owner's Right to Lease Unit. Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or sub-leased for transient or hotel purposes. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. (1) Any lease or sublease of a Unit shall be in writing and shall provide: (a) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in default under the lease or sublease; (b) that the Association shall have the right to require the Unit Owner to deposit with the Association such an amount not to exceed one (1) month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules; (2) the limitations with respect to the leasing of Units shall not apply to the: (a) Declarant; or (b) a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure), or with respect to any sale or transfer by the first mortgagee or any other party who acquired the Unit in connection with the foreclosure or deed-in-lieu.

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

(D) Association Making Available Condominium Documents and Financial Information. The Association shall make available to Unit Owners, lenders and holders and insurers of first mortgages on any Unit, current copies of this Declaration, the Bylaws, Rules and other books, records and financial records of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, Rules, and the most recent annual statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request by any agency or corporation who makes, purchases, sells, insures or guarantees mortgages on Units, the Association shall prepare and furnish within a reasonable time a financial statement of the Association



for the immediately preceding year. The Association shall have the right to impose a reasonable fee to defray the cost of copying such information.

ARTICLE XVII

COMPLIANCE AND NON-MONETARY DEFAULT

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

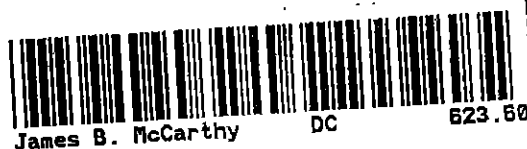
(1) Impose a fine against the Unit Owner or tenant or other Occupant as provided in Subsection (B) of this Article; and/or

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

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

(4) Commence an action to recover damages.

(B) Fines. The amount of any fine shall be a reasonable amount as determined by the Board. Prior to imposing any fine, the Unit Owner or tenant or other Occupant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant or other Occupant of not less than 14 days, which notice shall include (1) a statement of the date, time and place of the hearing, (2) a statement of the provisions of this Declaration, Bylaws or Rules which have allegedly been violated, and (3) a short and plain statement of the matters asserted by the Association. The



Unit Owner or tenant or other Occupant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant or other Occupant. If the Unit Owner or tenant or other Occupant fails to attend the hearing as set by the Board, the Unit Owner or tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Unit Owner or tenant or other Occupant. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is, timely requested within ten (10) days after written notice of the decision of the Board at the hearing. Any fine levied against a Unit Owner shall be deemed a Charge and if not paid when due all of the provisions of this Declaration relating to the late payment of Common Assessments shall be applicable except as otherwise provided by the Act. If any fine is levied against a tenant or other Occupant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant or other Occupant as hereinafter provided.

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

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

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

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

ARTICLE XVIII

REMOVAL FROM CONDOMINIUM OWNERSHIP

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

ARTICLE XIX

MISCELLANEOUS PROVISIONS

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

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



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

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

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

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

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

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

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

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

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

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

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

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

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Managers and its delegates shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Board of Managers or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: Gregg S. Lurie, 30195 Chagrin Boulevard, Suite 215, Pepper Pike, Ohio 44124, with a copy of same to Richard A. Rosner, Esq., Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A., The Tower At Erieview, Suite 2600, 1301 East Ninth Street, Cleveland, Ohio 44114, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by registered or certified mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.



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

(K) Master Declaration. In accordance with the requirements of the Master Declaration, Master Articles, Master Code, Rules and Regulations, each Unit Owner upon acquisition of title to his Unit, shall automatically become a member of the Master Association, which Association is charged by the Master Declaration, Master Articles, Master Code, Rules and Regulations with certain responsibilities pertaining to the overall Brandywine Preserve development of which the Condominium Property is a part. Moreover, the Master Association will have the right to assess each Unit Owner for a share of the costs and expenses incurred by the Master Association in the performance of its functions, and will have a lien right against each Unit to secure the payment of the Assessments it imposes. The Association shall collect as a Common Expense of the Unit Owners all Assessments duly imposed by the Master Association against the Unit Owners. Each Unit shall pay an equal share of the costs and expenses attributable to the Units by the Master Association.

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

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

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

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

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

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

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

(S) Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of this Declaration, Bylaws, Rules or other Condominium Instruments, or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit Owners shall have similar rights of action against the Association.

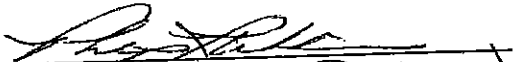
(T) Liberal Interpretation. The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Development.

(U) Successors and Assigns. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns.

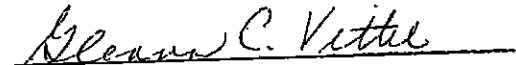
IN WITNESS WHEREOF, the said Brandywine Preserve, Ltd. , as Declarant, as aforesaid, has caused its name to be signed to these presents as of this 29 day of October, 1997.

Witnessed by:

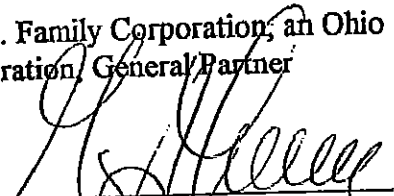
BRANDYWINE PRESERVE, LTD.,
an Ohio limited liability company


Print Name PHILIP R. UHLIR

By: D.K.J. Family Limited Partnership, an Ohio limited partnership, Managing Member


Print Name GLENN C. VITTEL


By: D.K.J. Family Corporation, an Ohio corporation, General Partner


By: Gregg S. Lurie, President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared BRANDYWINE PRESERVE, LTD., an Ohio limited liability company, by Gregg S. Lurie, President of D.K.J. Family Corporation, an Ohio corporation, General Partner of D.K.J. Family Limited Partnership, an Ohio limited partnership, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said Company, Partnership and Corporation.

GIVEN, under my hand and Notarial Seal this 29 day of October, 1997.


NOTARY PUBLIC

This instrument prepared by:

Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnsen Co., L.P.A.
The Tower At Erieview, Suite 2600
1301 East Ninth Street
Cleveland, Ohio 44114-1824
(216) 696-3311

GLENN C. VITTEL
Notary Public, State of Ohio, Geauga Cty.
My Commission Expires Feb. 16, 1999

1.5145 ACRE PARCEL
Phase 1
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set, Thence N.3°37'55"E., continuing along the East line of said Griffen lands, a distance of 1,379.37 feet, passing over an iron pin set 495.18 feet, to an iron pipe found at the Southwest corner of lands now or formerly owned by H.L. Avry as recorded in O.R. 302, Page 335 of the Summit County Records of Deeds, Thence S.86°22'05"E., along the Southerly line of said Avry lands, a distance of 283.01 feet to an iron pipe found, Thence N.3°37'55"E., along the Easterly line of said Avry lands, a distance of 238.50 feet to an iron pin set on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide), Thence S.60°05'13"E., along said Southerly Right of Way of Twinsburg Road, a distance of 431.36 feet to an iron pin set at a point of curve of an arc deflecting to the left, Thence Southeasterly, along said arc deflecting to the left, (Radius 746.20 feet, Central Angle 10°04'59", Chord Bearing S.65°07'43"E., 131.15 feet) an arc distance of 131.32 feet to an iron pin set at a point of reverse curve of an arc deflecting to the right, Thence Southeasterly, along said arc deflecting to the right, (Radius 25.00 feet, Central Angle 96°46'07", Chord Bearing S.21°47'09"E., 37.38 feet) an arc distance of 42.22 feet to an iron pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to the right, Thence Southwesterly, along said arc deflecting to the right, (Radius 295.00 feet, Central Angle 9°56'30", Chord Bearing S.31°34'10"W., 51.12 feet) an arc distance of 51.19 feet to a point, Thence S.36°32'25"W., continuing along said Westerly Right of Way of Country View Parkway 60' R/W, a distance of 122.50 feet to a point of curvature of an arc deflecting to the left, Thence Southwesterly, along said arc deflecting to the left, (Radius 490.00 feet, Central Angle 03°20'28", Chord Bearing S.34°52'11"W., 28.57 feet) an arc distance of 28.57 feet to a point in the South R/W line of Azalea Circle (50' wide, private) and The True Place of Beginning of the parcel of land herein to be



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described;

Thence N.60°05'13"W. 251.63 feet continuing along the South R/W line of said road to a point;

Thence S.29°54'47"W. 125.67 feet to a point;

Thence S.09°33'55"W. 161.31 feet to a point;

Thence S.12°05'13"E. 58.30 feet to a point in the North R/W line of said road;

Thence N.77°54'47"E. 20.00 feet along said North R/W line to a point of curvature;

Thence continuing along said North R/W line and arc of a curve to the right 131.79 feet to a point, said curve has a radius of 425.00 feet, a delta of 17°46'00", a chord of 131.26 feet and bearing N.86°47'47"E.;

Thence S.84°19'13"E. 20.58 feet continuing along said North R/W line to a point;

Thence N.84°30'58"E. 51.65 feet along said North R/W line to a point in the West R/W line of Country View Parkway;

Thence along the West R/W line of said road and arc of a curve to the right 200.32 feet, said curve has a radius of 490.00 feet, delta of 23°25'24", chord of 198.93 feet and bearing N.21°29'15"E. to the Place of Beginning and containing 1.5145 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmalreich, P.S. No. 6477, of Mosyjowski & Associates Engineers, October, 1997.



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EXHIBIT "2"
TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BRANDYWINE PRESERVE CONDOMINIUM

BRANDYWINE PRESERVE PHASE ONE
LOT 1-A Remainder (11.1362 Acres)
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set; Thence N.3 37'55"E., along the East line of said Griffen lands, a distance of 495.18 feet to an iron pin set at the True Place of Beginning of the parcel of land herein to be described;

Thence N.3° 37'55"E., continuing along the East line of said Griffen lands, a distance of 884.19 feet to an iron pipe found at the Southwest corner of lands now or formerly owned by H.L. Avry as recorded in O.R. 302, Page 335 of the Summit County Records of Deeds;

Thence S.86° 22'05"E., along the Southerly line of said Avry lands, a distance of 283.01 feet to an iron pipe found;

Thence N.3°37'55"E., along the Easterly line of said Avry lands, a distance of 238.50 feet to an iron pin set on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide);

Thence S.60° 05'13"E., along said Southerly Right of Way of Twinsburg Road, a distance of 431.36 feet to an iron pin set at a point of curve of an arc deflecting to the left;

Thence Southeasterly, along said arc deflecting to the left, (Radius 746.20 feet, Central Angle 10°04'59", Chord Bearing S.65 07'43"E., 131.15 feet) an arc distance of 131.32 feet to an iron pin set at a point of reverse curve of an arc deflecting to the right;

Thence Southeasterly, along said arc deflecting to the right, (Radius 25.00 feet, Central Angle 96°46'07", Chord Bearing S.21 47'09"E., 37.38 feet) an arc distance of 42.22 feet to an iron



pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to the right;

Thence Southwesterly, along said arc deflecting to the right, (Radius 295.00 feet, Central Angle $9^{\circ}56'30''$, Chord Bearing $S.31^{\circ}34'10''W.$, 51.12 feet) an arc distance of 51.19 feet to a point;

Thence $S.36^{\circ}32'25''W.$, continuing along said Westerly Right of Way of Country View Parkway 60' R/W, a distance of 122.50 feet to a point of curvature of an arc deflecting to the left;

Thence Southwesterly, along said arc deflecting to the left; (Radius 490.00 feet, Central Angle $03^{\circ}20'28''$, Chord Bearing $S.34^{\circ}52'11''W.$, 28.57 feet) an arc distance of 28.57 feet to a point in the South R/W line of Azalea Circle (50' wide, private);

Thence $N.60^{\circ}05'13''W.$ 251.63 feet continuing along the South R/W line of said road to a point;

Thence $S.29^{\circ}54'47''W.$ 125.67 feet to a point;

Thence $S.09^{\circ}33'55''W.$ 161.31 feet to a point;

Thence $S.12^{\circ}05'13''E.$ 58.30 feet to a point in the North R/W line of said road;

Thence $N.77^{\circ}54'47''E.$ 20.00 feet along said North R/W line to a point of curvature;

Thence continuing along said North R/W line and arc of a curve to the right 131.79 feet to a point, said curve has a radius of 425.00 feet, a delta of $17^{\circ}46'00''$, a chord of 131.26 feet and bearing $N.86^{\circ}47'47''E.$;

Thence $S.84^{\circ}19'13''E.$ 20.58 feet continuing along said North R/W line to a point;

Thence $N.84^{\circ}30'58''E.$ 51.65 feet along said North R/W line to a point in the West R/W line of Country View Parkway;

Thence along the West R/W line of said road and arc of a curve to the left 160.21 feet, said curve has a radius of 490.00 feet, delta of $18^{\circ}44'02''$, chord of 159.50 feet and bearing $S.00^{\circ}24'32''W.$;

Thence $S.66^{\circ}47'00''W.$, a distance of 729.34 feet to an iron pin set at the True Place of Beginning and containing 11.1362 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmelreich, P.S. No. 6477 of Mosyjowski & Associates Engineers, October, 1997.



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61.4259 ACRE PARCEL
Total Additional Condominium Property
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set at the True Place of Beginning of the parcel of land herein to be described;

Thence N.3°37'55"E., continuing along the East line of said Griffen lands, a distance of 1,379.37 feet, passing over an iron pin set 495.18 feet, to an iron pipe found at the Southwest corner of lands now or formerly owned by H.L. Avry as recorded in O.R. 302, Page 335 of the Summit County Records of Deeds;

Thence S.86°22'05"E., along the Southerly line of said Avry lands, a distance of 283.01 feet to an iron pipe found;

Thence N.3°37'55"E., along the Easterly line of said Avry lands, a distance of 238.50 feet to an iron pin set on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide);

Thence S.60°05'13"E., along said Southerly Right of Way of Twinsburg Road, a distance of 431.36 feet to an iron pin set at a point of curve of an arc deflecting to the left;

Thence Southeasterly, along said arc deflecting to the left, (Radius 746.20 feet, Central Angle 10°04'59", Chord Bearing S.65°07'43"E., 131.15 feet) an arc distance of 131.32 feet to an iron pin set at a point of reverse curve of an arc deflecting to the right;

Thence Southeasterly, along said arc deflecting to the right, (Radius 25.00 feet, Central Angle 96°46'07", Chord Bearing S.21°47'09"E., 37.38 feet) an arc distance of 42.22 feet to an iron pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to



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pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to the right;

Thence Southwesterly, along said arc deflecting to the right, (Radius 295.00 feet, Central Angle $9^{\circ}56'30''$, Chord Bearing $S.31^{\circ}34'10''W.$, 51.12 feet) an arc distance of 51.19 feet to a point;

Thence $S.36^{\circ}32'25''W.$, continuing along said Westerly Right of Way of Country View Parkway 60' R/W, a distance of 122.50 feet to a point of curvature of an arc deflecting to the left;

Thence Southwesterly, along said arc deflecting to the left; (Radius 490.00 feet, Central Angle $03^{\circ}20'28''$, Chord Bearing $S.34^{\circ}52'11''W.$, 28.57 feet) an arc distance of 28.57 feet to a point in the South R/W line of Azalea Circle (50' wide, private);

Thence $N.60^{\circ}05'13''W.$ 251.63 feet continuing along the South R/W line of said road to a point;

Thence $S.29^{\circ}54'47''W.$ 125.67 feet to a point;

Thence $S.09^{\circ}33'55''W.$ 161.31 feet to a point;

Thence $S.12^{\circ}05'13''E.$ 58.30 feet to a point in the North R/W line of said road;

Thence $N.77^{\circ}54'47''E.$ 20.00 feet along said North R/W line to a point of curvature;

Thence continuing along said North R/W line and arc of a curve to the right 131.79 feet to a point, said curve has a radius of 425.00 feet, a delta of $17^{\circ}46'00''$, a chord of 131.26 feet and bearing $N.86^{\circ}47'47''E.$;

Thence $S.84^{\circ}19'13''E.$ 20.58 feet continuing along said North R/W line to a point;

Thence $N.84^{\circ}30'58''E.$ 51.65 feet along said North R/W line to a point in the West R/W line of Country View Parkway;

Thence along the West R/W line of said road and arc of a curve to the left 160.21 feet, said curve has a radius of 490.00 feet, delta of $18^{\circ}44'02''$, chord of 159.50 feet and bearing $S.00^{\circ}24'32''W.$;

Thence $N.81^{\circ}02'31''E.$ a distance of 60.00 feet to an iron pin set on the Easternly Right of Way of said Country View Parkway;

Thence $N.66^{\circ}40'12''E.$ a distance of 596.72 feet to an iron pin set;



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Thence N.8°03'29" E. a distance of 250.00 feet to a point on the centerline of Twinsburg Road - T.R. 112 (60 feet wide), and passing over an iron pin set 30.00 feet from said point;

Thence N.8°56'31"E. along the centerline of said Twinsburg Road, a distance of 319.30 feet to a point at the Northwest corner of lands now or formerly owned by F.J. Szudlo, ETAL as recorded in Vol. 6988, Page 269 of the Summit County Records of Deeds;

Thence S.3°28'15"W., along said Szudlo lands and others, passing over an iron pin set 30.10 feet from said point, a distance of 1,308.88 feet to an iron pipe found on the South line of the aforementioned Lot 10;

Thence N.85°39'19"W., along said South line of Lot 10 a distance of 2,254.16 feet to an iron pin set at the True Place of Beginning and containing 61.4259 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmelreich, P.S. No. 6477, of Mosyjowski & Associates Engineers, October, 1997.



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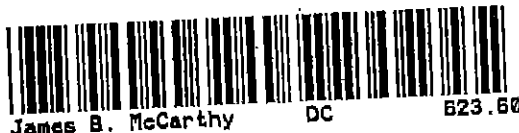
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EXHIBIT "A"

**TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM**

REFERENCE TO ALLOTTED DRAWINGS

The particulars of the land, buildings and other improvements, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Allotted Drawings incorporated in the Declaration of Condominium Ownership for Brandywine Preserve Condominium, by reference as Exhibit "A", prepared and bearing the certified statements of Joe Mosyjowski, Mosyjowski & Associates Engineers, Registered Surveyors and Professional Engineers, 2615 Schwartz Road, Hartville, Ohio 44632, 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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EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM

BYLAWS

OF

BRANDYWINE PRESERVE CONDOMINIUM OWNERS' ASSOCIATION, INC.

A Non-Profit Ohio Corporation



James B. McCarthy

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BYLAWS OF BRANDYWINE PRESERVE

CONDOMINIUM OWNERS' ASSOCIATION

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

ARTICLE I

THE ASSOCIATION

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

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

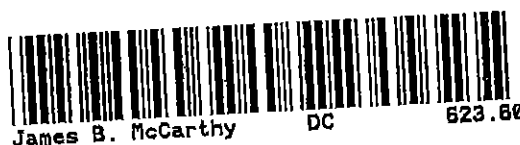
Section 3. Voting Rights. On any question on which the vote of Unit Owners is permitted or required, the owner or owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation or partnership, shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are owners of record of a Unit may vote their respective interests as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise that proportion of the voting power of all of the Unit Owners of said Unit that is equivalent to their respective proportionate interests in said Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

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

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

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

(a) Establishment of Unit Owners' Association. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in the Development. Until the Unit Owners' Association is established, the



Declarant shall act in all instances where action of the Unit Owners' Association or its officers is authorized or required by law or in the Declaration.

(b) First Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place in Summit County as may be designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The first meeting of the members of the Association shall be held upon written notice given by the Declarant in accordance with Subsection (D) of this Section 6, said meeting to be held not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, unless the Declarant shall consent, in its sole discretion, to a lesser percentage.

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

(d) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the



time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

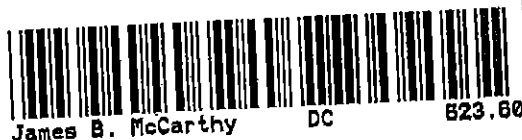
(e) Quorum: Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-third (1/3) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

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

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

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



ARTICLE II

BOARD OF MANAGERS

Section 1. Qualifications. Except as otherwise provided herein, all members of the Board of Managers (herein called "Board Members" or "Board") shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1. of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as otherwise provided herein. If a Board Member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. No single Unit may be represented on the Board by more than one (1) person at any time.

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

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting. Until such time as Condominium Ownership Interests to which less than twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all three (3) Board Members. Not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the one (1) Board Member who will be replaced.

Since one (1) of the three (3) Board Members representing thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the Board Members, are to be elected by Unit Owners other than the Declarant when Condominium Ownership Interests to which twenty-five percent (25%) of the individual interests in the Common Areas and Facilities appertain have been sold or conveyed by the Declarant, it will not be necessary to have a meeting of the Association when Condominium Ownership Interests to which fifty percent (50%) of the individual interests in the Common Areas and Facilities appertain have been sold and conveyed by the



Declarant, since, at that time, Unit Owners, other than the Declarant, will have elected the required thirty-three and one-third percent (33⅓%) of the members of the Board.

Section 4. First Annual Meeting. Within thirty (30) days after the earlier of either: (a) five (5) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting"), the Board may be expanded from three (3) members to five (5) members, and all Unit Owners (including Declarant, if Declarant shall own any Units) shall elect all members of the Board of the Association. At and after the First Annual Meeting, Unit Owners exercising a majority of the voting power of the Association may expand the Board from three (3) to five (5) members or may reduce the Board from five (5) members to three (3) members. Immediately prior to such election all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall resign; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5. of this Article II. The percentages set forth in Sections 3 and 4 of this Article shall be computed by comparing the number of Units sold and conveyed from time to time on Parcel No. 1 and the Additional Property to the maximum number of Units that may be created thereon pursuant to Article XI of the Declaration based on the portion of the Additional Property owned by the Declarant at the time of the First Annual Meeting.

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

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

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

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

Each member of the Association may cast as many of his votes as there are Board Members to be elected. By way of example, if two (2) Board Members are to be elected, a member of the Association shall have the right to cast a maximum of two (2) votes, but not more than one (1) vote may be cast for any candidate. The candidates receiving the greatest number of votes shall be elected and those receiving the highest percentages of the total vote cast shall serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin. There shall be no cumulative voting.

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

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

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

Section 9. Quorum: Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers



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

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

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

(b) Levy of Assessments against the Unit Owners and the collection of same.

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

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

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

(ii) Grant easements.

(iii) Make contracts.

(iv) Effect insurance.

(v) Borrow money, and issue, sell, and pledge notes, bonds, and other evidence of indebtedness of the Association, provided, however, if such borrowing is in excess of Five Thousand Dollars (\$5,000.00), the prior approval of the members of the Association entitled to exercise a majority of

the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

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

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

(g) Adopt Rules and Regulations.

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

Section 11. Removal of Board Members. Except as otherwise provided herein and in the Act, the Board may remove any Board Member and thereby create a vacancy in the Board if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so removed may be elected at the same meeting for the unexpired term for each such removed Board Member. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

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

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



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

ARTICLE III

OFFICERS

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

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

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

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

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



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

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

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

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

ARTICLE IV

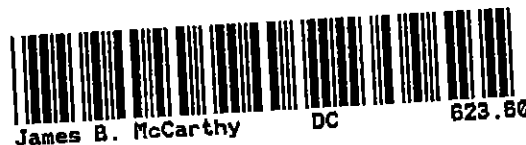
GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

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

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

(c) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the owners against any liability to the public or to the owners (of Units and of the Common Areas and Facilities, and their invitees, or tenants), incident to the ownership and/or use of the Common Areas and Facilities



and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

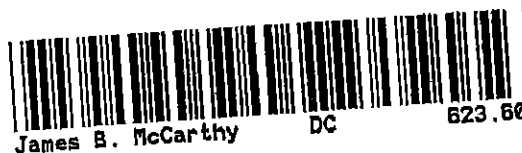
(d) Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

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

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

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these Bylaws;

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



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

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

(k) Limitation on Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any acquisitions, capital additions and improvements, or structural alterations to the Common Areas and Facilities (other than for purposes of maintaining, replacing, restoring or repainting portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars (\$10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided, however, so long as Declarant has the authority to elect or designate two (2) of the three (3) Board Members, the Declarant's prior written consent to such expenditure shall be required. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1.(K) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;



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

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

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

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

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

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or Occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board of



Managers and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

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

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

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments. Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article V, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board of Managers as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the Common Areas and Facilities as set forth in the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Areas and Facilities as set forth in the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit, an

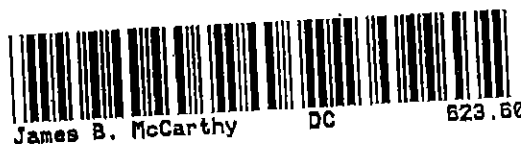


initial capital contribution to the Association in an amount equal to two (2) months' assessments. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve and/or for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance toward regular assessments, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant.

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

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

Section 3. Reserve for Contingencies and Replacements. The Association shall be obligated to build up and maintain a reasonable working capital reserve fund to finance

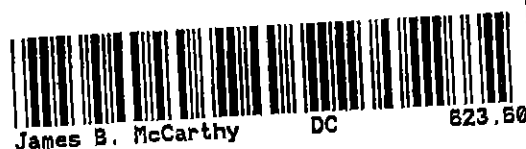


the cost of repair or replacement of the components of the Common Areas and Facilities. Such working capital reserve fund shall be deposited in a segregated account when control of the Association is turned over to the Unit Owners pursuant to Article II, Section 4. of these Bylaws. Included in such reserve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

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

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

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any



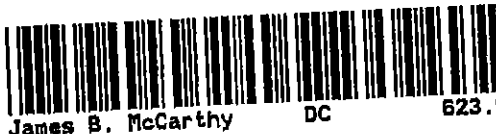
representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board of Managers and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account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

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

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

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

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



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

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

ARTICLE VI

INDEMNIFICATION

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

event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

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

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

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

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of any contract made by

or other acts of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all the Unit Owners in the Common Areas and Facilities.

ARTICLE VII

GENERAL PROVISIONS

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

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

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

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

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

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to



have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

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

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

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

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

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

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



EXHIBIT "C"

TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BRANDYWINE PRESERVE CONDOMINIUM

This Exhibit Intentionally Omitted



EXHIBIT "D"

**TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM**

Narrative Description of Buildings and Units

The Condominium Development is part of Brandywine Preserve, a Planned Residential Development, situated off of Country View Parkway, a dedicated (or to be dedicated) public road located between State Route 8 and Walters Road, duly dedicated public streets, in the Township of Northfield Center, Summit County, Ohio. The first phase of the Development will consist of three (3) triplex Buildings known as Buildings 3, 18 and 19 each containing three (3) Units for a total of nine (9) Units, known as Unit Nos. 3A, 3B, 3C, 18A, 18B, 18C, 19A, 19B and 19C.

The Buildings are two-story Buildings of conventional wood frame construction with drywall finish on the interior walls and vinyl siding, brick veneer and wood trim on the exterior walls. The roofs are 30-year asphalt shingle. The Units are separate by two (2) common walls, one (1) hour each fire resistive walls with a minimum 55 STC rating. All of the Units have eight (8) foot basements.

Three (3) Unit types are being submitted by this Declaration. The Unit types are known as "Plan #411", "Plan #421" and "Plan #422". Unit Nos. 3A, 18A and 19A are "Plan #411" type Units, Unit Nos. 3B, 18B and 19B are "Plan #421" type Units and Unit Nos. 3C, 18C and 19C are "Plan #422" type Units.

"Plan #411" is a one-story end Unit containing approximately 1,524 square feet of living area, exclusive of the garage, basement and option areas. The single floor contains a living room, dining room, kitchen with a breakfast nook, two bedrooms, two full baths, utility room, concrete patio and an attached two-car garage.

"Plan #421" is a two-story center Unit containing approximately 1,377 square feet of living area, exclusive of the garage, basement and option areas. The first floor contains a living room, dining room, kitchen with a breakfast nook, a half bath, utility room, concrete patio and an attached two-car garage. The second floor contains one (1) bedroom, a full bath and a loft.

"Plan #422" is a two-story end Unit containing approximately 1,560 square feet of living area, exclusive of the garage, basement, and option areas. The first floor contains a living room, dining room, kitchen with a breakfast nook, a full bath, utility room, concrete patio and an attached two-car garage. The second floor contains one (1) bedroom, a full bath and a loft. Available options include a third bedroom and a full bath.

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



EXHIBIT "E"

TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>PHASE NO.</u>	<u>UNIT ADDRESS</u>	<u>UNIT TYPE</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
3A	3	I	586 Azalea Circle	#411	1,524	11.39%
3B	3	I	588 Azalea Circle	#421	1,377	10.29%
3C	3	I	590 Azalea Circle	#422	1,560	11.66%
18A	18	I	530 Azalea Circle	#411	1,524	11.39%
18B	18	I	528 Azalea Circle	#421	1,377	10.29%
18C	18	I	526 Azalea Circle	#422	1,560	11.65%
19A	19	I	520 Azalea Circle	#411	1,524	11.39%
19B	19	I	522 Azalea Circle	#421	1,377	10.29%
19C	19	I	524 Azalea Circle	#422	1,560	11.65%
						TOTAL: <u>100.00%</u>



54074983
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8/1/04

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BRANDYWINE PRESERVE CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRANDYWINE PRESERVE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO:

DATED: 11-3-04

BY: JOHN A. DONOFRIO
FISCAL OFFICER



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Pg: 1 of 6
11/08/2004 08:50A
CONDO 64.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Brandywine Preserve Condominium (the "Declaration") was recorded at Summit County Records Instrument No. 54074983, and

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

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

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.51% of the Association's voting power as of September 23, 2004, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.51% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for Brandywine Preserve Condominium is hereby amended by the following:



MODIFY DECLARATION ARTICLE XIX(I) entitled, "Notices." Said modification, to be made on Page 48 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows (new language is underlined; deleted language is crossed-out):

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Managers and its delegates shall be in writing and shall be sent by ~~registered or certified regular U.S. mail, return receipt requested,~~ to the Board of Managers or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by ~~registered or certified mail, return receipt requested,~~ to: Gregg S. Lurie, 30195 Chagrin Boulevard, Suite 215, Pepper Pike, Ohio 44124, with a copy of same to Richard A. Rosner, Esq., Kahn, Kleinman, ~~Yanowitz & Arnsen Co., L.P.A.,~~ The Tower At Erieview, Suite 2600, 1301 East Ninth Street, Cleveland, Ohio 44114, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by ~~registered or certified regular U.S. mail~~ to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.

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



John A Donofrio, Summit Fiscal Officer

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CONDO 84.00

IN WITNESS WHEREOF, the said Brandywine Preserve Condominium Owners' Association, Inc. has caused the execution of this instrument this 21st day of OCTOBER, 2004.

BRANDYWINE PRESERVE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Martha Gray
MARTHA GRAY, its President

By: Sarah Knife
SARAH KNIFE, its Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Northfield, Ohio, this 21 day of October, 2004.

Amie Allegier
NOTARY PUBLIC



AMIE ALLEGIER
Notary Public
State of Ohio, Cuyahoga County
My Commission Expires 3-21-07

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



EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit) SS

MARTHA GRAY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Brandywine Preserve Condominium Owners' Association, Inc.
2. The Association received the signed, written consents of Unit Owners representing 75.51% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for Brandywine Preserve Condominium in accordance with provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the Brandywine Preserve Condominium Owners' Association, Inc.'s corporate records.
3. Copies of the Amendment to the Declaration of Condominium Ownership for Brandywine Preserve Condominium were mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
4. Further affiant sayeth naught.


MARTHA GRAY, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Northfield, Ohio, this 25 day of October, 2004.


NOTARY PUBLIC

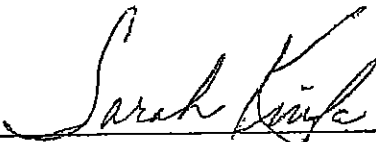


EXHIBIT B

CERTIFICATION OF SECRETARY

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

NONE



SARAH KNIFE, Secretary


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CONDO 64.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF Summit)

SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Northfield, Ohio, this 21 day of October, 2004.



NOTARY PUBLIC



AMIEE ALLEGIER
Notary Public
State of Ohio, Cuyahoga County
My Commission Expires 3-21-07

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Brandywine Preserve Condominium (the "Declaration") and the Bylaws of Brandywine Preserve Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Summit County Records Instrument No. 54074983, 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 Brandywine Preserve Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Brandywine Preserve Condominium is hereby amended by the Board of Directors as follows:

(1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."

(2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."

(3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."

(4) All references in the Declaration and Bylaws to the term "Fines" shall be replaced with the term "Penalty Assessments."

(5) DELETE DECLARATION ARTICLE IV, SECTION (C) entitled "Service of Process," in its entirety. Said deletion is to be made on Page 19 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983.

INSERT a new DECLARATION ARTICLE IV, SECTION (C) entitled "Service of Process." Said addition, to be made on Page 19 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

(C) Service of Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(6) DELETE DECLARATION ARTICLE XVII, SECTION (B) entitled "Fines," in its entirety. Said deletion is to be made on Pages 44-45 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983.

INSERT a new SECTION (B), entitled "Penalty Assessments," to the end of DECLARATION ARTICLE XVII. Said new addition, to be added on Page 44 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

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

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION (D), entitled "Lien of Association." Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XVI, SECTION (B), entitled "Unit Owner's Right to Lease Unit." Said new addition, to be added on Page 43 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983 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 Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(9) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION (A), entitled "General." Said new addition, to be added on Page 19 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(10) INSERT a new 3rd PARAGRAPH to BYLAWS ARTICLE V, SECTION 10, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 19 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

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

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.

(11) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(12) DELETE DECLARATION ARTICLE XVI, SECTION (C) entitled "Names of Owners and Occupants of Units." in its entirety. Said deletion is to be made on Page 43 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983.

INSERT a new SECTION (C), entitled "Owner/Resident Information." to DECLARATION ARTICLE XVI. Said new addition, to be added on Page 43 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

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

(13) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 7 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, 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.

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, 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.

(15) INSERT a new PARAGRAPH (i) to BYLAWS ARTICLE II, SECTION 10, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (i), (ii) and (iii) thereafter. Said new additions to be added on Page 9 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

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

(i) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(ii) Grant leases, licenses, and concessions through or over the Common Elements;

(iii) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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



John A Doneyrio, Summit Fiscal Officer

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CONDO 72.00

TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

BRANDYWINE PRESERVE CONDOMINIUM

NORTHFIELD CENTER TOWNSHIP, OHIO

PHASE NO. XIII

ADDING BUILDING NO. 20

54074983

OR 2298 pg 1335

This will certify that copies of this Twelfth Amendment to Declaration of Condominium Ownership for Brandywine Preserve Condominium and the Drawings attached thereto, have been filed in the office of the County of Summit Fiscal Officer.

Date: 1-14-03, 2003

Summit County Auditor ~~Auditor~~ *Fiscal Officer*
JOHN A. DONOFRIO

By: Jani M Kapper 1-14-03
Deputy Auditor *Fiscal Officer*



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CONDO 302.00

John A Donofrio, Summit Fiscal Officer

THIS INSTRUMENT PREPARED BY:

RICHARD A. ROSNER, ATTORNEY AT LAW
Kahn Kleinman, a Legal Professional Association
2600 TOWER AT ERIEVIEW
CLEVELAND, OHIO 44114-1824
TEL: (216) 696-3311

APPROVED AS TO FORM

[Signature]
Assistant Prosecuting Attorney
Summit County, Ohio

1/14/03
TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

Miller & Cummings (copy room)

TWELFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BRANDYWINE PRESERVE CONDOMINIUM
NORTHFIELD CENTER TOWNSHIP, OHIO
ADDING PHASE NO. XIII

WHEREAS, BRANDYWINE PRESERVE, LTD., an Ohio limited liability company, hereinafter referred to as "Declarant", filed for record the Declaration of Condominium Ownership ("Declaration") with the Bylaws attached thereto, and the Drawings incorporated by reference therein, on November 6, 1997, with the Summit County Recorder, the Declaration and the Drawings being recorded as Registration Number 54074983 of Summit County Records and thereby submitted Phase No. I of the Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by First Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded February 2, 1998 with the Summit County Recorder, the First Amendment and the Drawings being recorded as Registration Number 54100698 of Summit County Records, thereby submitted Phase No. II of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Second Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded July 9, 1998 with the Summit County Recorder, the Second Amendment and the Drawings being recorded as Registration Number 54163566 of Summit County Records, thereby submitted Phase No. III of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Third Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded October 1, 1998 with the Summit County Recorder, the Third Amendment and the Drawings being recorded as Registration Number 54198287 of Summit County Records, thereby submitted Phase No. IV of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Fourth Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded December 31, 1998 with the Summit County Recorder, the Fourth Amendment and the Drawings being recorded as Registration Number 54235578 of Summit County Records, thereby submitted Phase No. V of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and



WHEREAS, Declarant, by Fifth Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded April 23, 1999 with the Summit County Recorder, the Fifth Amendment and the Drawings being recorded as Registration Number 54281397 of Summit County Records, thereby submitted Phase No. VI of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Sixth Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded September 27, 1999 with the Summit County Recorder, the Sixth Amendment and the Drawings being recorded as Registration Number 54344497 of Summit County Records, thereby submitted Phase No. VII of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Seventh Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded January 31, 2001 with the Summit County Recorder, the Seventh Amendment and the Drawings being recorded as Registration Number 54507796 of Summit County Records, thereby submitted Phase No. VIII of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Eighth Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded May 9, 2001 with the Summit County Recorder, the Seventh Amendment and the Drawings being recorded as Registration Number 54542662 of Summit County Records, thereby submitted Phase No. IX of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Ninth Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded December 4, 2001 with the Summit County Recorder, the Ninth Amendment and the Drawings being recorded as Registration Number 54629574 of Summit County Records, thereby submitted Phase No. X of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Tenth Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded December 26, 2001 with the Summit County Recorder, the Tenth Amendment and the Drawings being recorded as Registration Number 54639032 of Summit County Records, thereby submitted Phase No. XI of Brandywine Preserve Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Eleventh Amendment to the Declaration of Condominium Ownership and the Drawings incorporated by reference therein, recorded April 25, 2002, with the Summit County Recorder, the Eleventh Amendment and the Drawings being recorded as

Registration Number 54691910 of Summit County Records, thereby submitted Phase No. XII of the Brandywine Preserve Condominium to the Provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, under the Declaration the right was reserved by Declarant to add to the Condominium Property phases and the improvements thereon and all easements, rights and appurtenances thereto and all articles of personal property existing for the common use of the Unit Owners; and

WHEREAS, Declarant is the legal title holder of and desires to add to the Condominium Property and to submit to said Chapter 5311 of the Ohio Revised Code, as Additional Property pursuant to Articles XI and XII of the Declaration, the real property designated herein as Phase No. XIII of Brandywine Preserve Condominium which is improved with one (1) Building, containing four (4) Units.

NOW, THEREFORE, Declarant, pursuant to the authority of Articles XI and XII of the Declaration hereby declares that the Declaration be and hereby is amended as follows (unless otherwise expressly provided herein, the capitalized terms used herein shall have the same meaning as defined in the Declaration).

1. The Phase No. XIII property and the improvements thereon, and all easements, rights and appurtenances thereto and all articles of personal property existing for the common use of the Unit Owners, are hereby added to the Condominium Property as defined in Article I of the Declaration, and are also hereby submitted to Chapter 5311 of the Ohio Revised Code as a part of the Condominium Property in accordance with and to be governed in all respects by the terms and provisions of the Declaration as hereby and hereinafter amended.

2. The legal description of Parcel No. 1 set forth in Exhibit "1" of the Declaration is amended to include the real property for Phase No. XIII of Brandywine Preserve Condominium; the legal description for Phase No. XIII being described in Exhibit "1" attached hereto and made a part hereof.

3. The legal description of the Additional Property set forth in Exhibit "2" of the Declaration is amended by the deletion therefrom of the real property described in Exhibit "1" hereof, the residue of the Additional Property being described in Exhibit "2" attached hereto and made a part hereof.

4. In the first paragraph of Article II of the Declaration and in Article II(A) of the Declaration the number of Units referred to therein is increased from ninety-three (93) Units to ninety-seven (97) units. Narrative descriptions of the Buildings and Units for Phase No. XIII are set forth in Exhibit "3" attached hereto and made a part hereof.

5. The percentage interest of each Unit in the Common Areas and Facilities as set forth in Exhibit "E" of the Declaration is hereby amended to be as set forth in Exhibit "4" attached hereto and made a part hereof.



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CONDO 302.00

6. The particulars of the land, Building and other improvements for Phase No. XIII, 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 Phase No. XIII Allotted Drawings incorporated in this Twelfth Amendment to Declaration of Condominium Ownership for Brandywine Preserve Condominium by reference as Exhibit "A" prepared and bearing the certified statements of Joseph Mosyjowski, Joseph Mosyjowski & Associates Engineers, Registered Surveyors and Professional Engineers, 2615 Swartz Road, Hartville, Ohio 44632; as required by the Condominium Act of the State of Ohio. The Phase No. XIII Allotted Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Summit County, Ohio, simultaneously with the filing of this Twelfth Amendment to the Declaration.

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

8. No owner of a Unit which was not included in Phase Nos. I, II, III, IV, V, VI, VII, VIII, IX, X, XI and XII shall: (a) have or obtain any interest in funds collected by the Association from the owners of Units included in Phase Nos. I, II, III, IV, V, VI, VII, VIII, IX, X, XI and XII prior to the filing of this Twelfth Amendment (except replacement reserve funds), nor (b) have or be subjected to any liability for expenses arising with respect to the Condominium Property prior to the filing of this Twelfth Amendment.

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

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

11. Consent to this Twelfth Amendment to the Declaration is hereby exercised by Declarant on behalf of the Unit Owners and their mortgagees pursuant to Articles XI and XIII of the Declaration.

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John A Donofrio, Summit Fiscal Officer

The said Brandywine Preserve, Ltd., as Declarant, as aforesaid, has caused its name to be signed-to these presents as of this 7th day of January, 2003.

BRANDYWINE PRESERVE, LTD., an Ohio limited liability company

By: D.K.J. Family Limited Partnership, an Ohio limited partnership, Managing Member

By: D.K.J. Family Corporation, an Ohio corporation, General Partner

By: Gregg S. Lurie, President

STATE OF Ohio
COUNTY OF Cuyahoga } SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named BRANDYWINE PRESERVE, LTD., an Ohio limited liability company, by D.K.J. Family Limited Partnership, an Ohio limited partnership, its Managing Member, by D.K.J. Family Corporation, an Ohio corporation, its General Partner, by Gregg S. Lurie, its President, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was his free act and deed both individually and as such officer of the corporation and the free act and deed of the said limited liability company, partnership and corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 7th day of January, 2003.

Nora E. Nagle
Notary Public

THIS INSTRUMENT PREPARED BY:

RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN, A LEGAL PROFESSIONAL ASSOCIATION
2600 TOWER AT ERIEVIEW
CLEVELAND, OHIO 44114-1824
TEL: (216) 696-3311



Nora E. Nagle
Notary Public
State of Ohio
Recorded in Cuyahoga County
My Comm. Expires 5/19/2007



EXHIBIT "A"

TO TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR BRANDYWINE PRESERVE CONDOMINIUM

REFERENCE TO ALLOTTED DRAWINGS

The particulars of the land, Buildings and other improvements, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Allotted Drawings incorporated in the Twelfth Amendment to the Declaration of Condominium Ownership for Brandywine Preserve Condominium, by reference as Exhibit "A", prepared and bearing the certified statements of, Joseph Mosyjowski, Joseph Mosyjowski & Associates Engineers, Registered Surveyors and Professional Engineers, 2615 Swartz Road, Hartville, Ohio 44632, 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 Twelfth Amendment.



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CONDO 302.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT "1"

TO TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR BRANDYWINE PRESERVE CONDOMINIUM

BRANDYWINE PRESERVE CONDOMINIUM - PHASE XIII
0.7293 Acre Parcel
(Part of Lot 2-A of Brandywine Preserve Phase Two)
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, also known as being part of Lot 2-A of Brandywine Preserve Phase Two, as recorded in Instrument No. 54540071 of the Summit County Records of Plats, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to a 5/8" rebar set, capped #6477; Thence N.3°37'55"E., continuing along the East line of said Griffen lands, a distance of 495.18 feet to a 5/8" rebar set, capped #6477; Thence N.66°47'00"E., along the Southerly line of Lot 1-A of Brandywine Preserve Phase One as recorded in Instrument No. 54074981 of the Summit County Records of Plats, a distance of 473.11 feet to a 5/8" rebar set, capped #6477, at the True Place of Beginning of the parcel of land herein to be described:

Thence continuing N.66°47'00"E., along the Southerly line of said Lot 1-A of Brandywine Preserve Phase One, a distance of 256.23 feet to a 5/8" rebar set, capped #6477, on the Westerly Right of Way line of Country View Parkway (60' wide):

Thence Southeasterly, along said Westerly Right of Way line of Country View Parkway, and an arc deflecting to the left. (Radius=490.00 feet, Central Angle=14°46'05", Chord Bearing S.16°20'32"E., 125.95 feet) an arc distance of 126.30 feet to a 5/8" rebar set, capped #6477:

Thence S.63°20'57"W., along the Northerly Right of Way line of Forest Cove Lane (50' wide private), a distance of 231.05 feet to a 5/8" rebar set, capped #6477:

Thence N.27°32'49"W., a distance of 139.28 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning and containing 0.7293 Acres of land, more or less, but subject to all legal highways and easements of record as surveyed by Fred A. Himmelreich, P.S. No. 6477 of Mosyjowski & Associates Engineers, December, 2002.

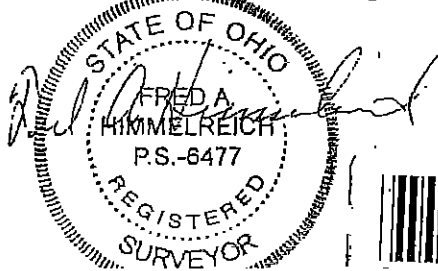


EXHIBIT "2"

TO TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR BRANDYWINE PRESERVE CONDOMINIUM

BRANDYWINE PRESERVE CONDOMINIUM - PHASE XIII
LOT 2-A. REMAINDER - 8.5779 Acre Parcel
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, also known as being part of Lot 2-A of Brandywine Preserve Phase Two, as recorded in Instrument No. 54540071 of the Summit County Records of Plats, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S. 85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning of the parcel of land herein to be described;

Thence N. 3°37'55"E., continuing along the East line of said Griffen lands, a distance of 495.18 feet to a 5/8" rebar set, capped #6477;

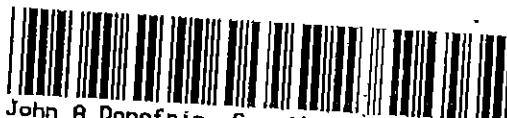
Thence N. 66°47'00"E., along the Southerly line of Lot 1-A of Brandywine Preserve Phase One as recorded in Instrument No. 54074981 of the Summit County Records of Plats, a distance of 473.11 feet to a 5/8" rebar set, capped #6477;

Thence S. 27°32'49"E., a distance of 139.28 feet to a 5/8" rebar set, capped #6477;

Thence N. 63°20'57"E., along the Northerly Right of Way line of Forest Cove Lane (50 feet wide private), a distance of 231.05 feet to a 5/8" rebar set, capped #6477, on the Westerly Right of Way line of Country View Parkway (60' wide);

Thence Southeasterly, along said Westerly Right of Way line of Country View Parkway, and an arc deflecting to the left. (Radius= 490.00 feet, Central Angle=5°50'57", Chord Bearing S. 26°39'03"E. 50.00 feet) an arc distance of 50.02 feet to a 5/8" rebar set, capped #6477;

Thence S. 63°20'57"W., along the Southerly Right of Way line of the aforementioned Forest Cove Lane, a distance of 143.11 feet to a 5/8" rebar set, capped #6477 at a point of curve of an arc deflecting to the left;



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Thence Southwesterly, continuing along said Right of Way line of Forest Cove Lane and said arc deflecting to the left, (Radius=75.00 feet, Central Angle=88°35'41", Chord Bearing=S.19°03'07"W., 104.76 feet) an arc distance of 115.97 feet to a 5/8" rebar set, capped #6477;

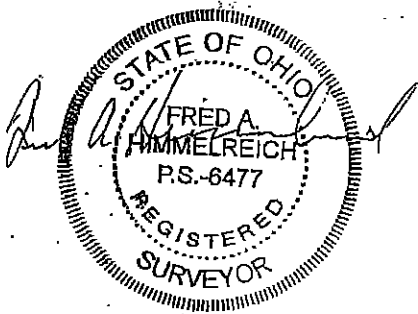
Thence S.25°14'43"E... continuing along said Right of Way line of Forest Cove Lane, a distance of 252.21 feet to a 5/8" rebar set, capped #6477;

Thence S.64°45'17"W.. a distance of 50.00 feet to a 5/8" rebar set, capped #6477;

Thence Southeasterly, along the Southwesterly Right of Way line of the aforementioned Forest Cove Lane, and an arc deflecting to the left, (Radius=175.00 feet, Central Angle=10°25'22", Chord Bearing=S.30°27'24"E., 31.79 feet) an arc distance of 31.83 feet to a 5/8" rebar set, capped #6477;

Thence S.43°53'25"W., a distance of 294.09 feet to a 5/8" rebar set, capped #6477 on the aforementioned South line of Lot 10;

Thence N.85°39'19"W., along the South line of said Lot 10, a distance of 473.34 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning and containing 8.5779 Acres of land, more or less, but subject to all legal highways and easements of record as surveyed by Fred A. Himmelreich, P.S. No. 6477, of Mosykowski & Associates Engineers, December, 2002.



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John A Donofrio, Summit Fiscal Officer

(BWINE13T)

BRANDYWINE PRESERVE CONDOMINIUM - PHASE XIII
36.5481 Acres Total (2 Parcels)
TOTAL ADDITIONAL CONDOMINIUM PROPERTY
(Including Balance of Lot 2-A)
Brandywine Preserve, Ltd.

(PARCEL 1)

LOT 2-A REMAINDER - 8.5779 Acre Parcel

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, also known as being part of Lot 2-A of Brandywine Preserve Phase Two, as recorded in Instrument No. 54540071 of the Summit County Records of Plats, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning of the parcel of land herein to be described;

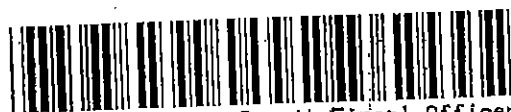
Thence N.3°37'55"E., continuing along the East line of said Griffen lands, a distance of 495.18 feet to a 5/8" rebar set, capped #6477;

Thence N.66°47'00"E., along the Southerly line of Lot 1-A of Brandywine Preserve Phase One as recorded in Instrument No. 54074981 of the Summit County Records of Plats, a distance of 473.11 feet to a 5/8" rebar set, capped #6477;

Thence S.27°32'49"E., a distance of 139.28 feet to a 5/8" rebar set, capped #6477;

Thence N.63°20'57"E., along the Northerly Right of Way line of Forest Cove Lane (50' wide private), a distance of 231.05 feet to a 5/8" rebar set, capped #6477, on the Westerly Right of Way line of Country View Parkway (60' wide);

Thence Southeasterly, along said Westerly Right of Way line of Country View Parkway, and an arc deflecting to the left, (Radius=490.00 feet, Central Angle=5°50'57", Chord Bearing S.26°39'03"E., 50.00 feet) an arc distance of 50.02 feet to a 5/8" rebar set, capped #6477;



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John A Donofrio, Summit Fiscal Officer

Thence S.63°20'57"W., along the Southerly Right of Way line of the aforementioned Forest Cove Lane, a distance of 143.11 feet to a 5/8" rebar set, capped #6477 at a point of curve of an arc deflecting to the left;

Thence Southwesterly, continuing along said Right of Way line of Forest Cove Lane and said arc deflecting to the left. (Radius=75.00 feet, Central Angle=88°35'41", Chord Bearing=S.19°03'07"W., 104.76 feet) an arc distance of 115.97 feet to a 5/8" rebar set, capped #6477;

Thence S.25°14'43"E., continuing along said Right of Way line of Forest Cove Lane, a distance of 252.21 feet to a 5/8" rebar set, capped #6477;

Thence S.64°45'17"W., a distance of 50.00 feet to a 5/8" rebar set, capped #6477;

Thence Southeasterly, along the Southwesterly Right of Way line of the aforementioned Forest Cove Lane, and an arc deflecting to the left. (Radius=175.00 feet, Central Angle=10°25'22", Chord Bearing=S.30°27'24"E., 31.79 feet) an arc distance of 31.83 feet to a 5/8" rebar set, capped #6477;

Thence S.43°53'25"W., a distance of 294.09 feet to a 5/8" rebar set, capped #6477 on the aforementioned South line of Lot 10;

Thence N.85°39'19"W., along the South line of said Lot 10, a distance of 473.34 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning and containing 8.5779 Acres of land, more or less, but subject to all legal highways and easements of record as surveyed by Fred A. Himmelreich, P.S. No. 6477, of Mosykowski & Associates Engineers, December, 2002.

(Parcel 2)

ADDITIONAL CONDOMINIUM PROPERTY - 27.9702 Acre Parcel

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded



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in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to a 5/8" rebar set, capped #6477; Thence continuing S.85°39'19"E., along the South line of said Lot 10, a distance of 1094.45 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning of the parcel of land herein to be described;

Thence N.11°04'47"E., a distance of 459.51 feet to a 5/8" rebar set, capped #6477 on the Southerly Right of Way line of Country View Parkway (60' wide) and an arc of a curve deflecting to the left;

Thence Northeasterly, along said Right of Way line of Country View Parkway and said arc deflecting to the left, (Radius=490.00 feet, Central Angle=4°26'03", Chord Bearing N.88°29'26"E., 37.91 feet) an arc distance of 37.92 feet to a 5/8" rebar set, capped #6477;

Thence N.3°43'35"W., along the Easterly terminus of said Country View Parkway and the Easterly line of Lot 2-B of Brandywine Preserve Phase Two as recorded in Instrument No. 54540071 of the Summit County Records of Plats, a distance of 220.76 feet to a 5/8" rebar set, capped #6477;

Thence N.86°16'25"E., continuing along said Easterly line of Lot 2-B, a distance of 93.81 feet to a 5/8" rebar set, capped #6477;

Thence N.17°59'50"E., continuing along said Easterly line of Lot 2-B, a distance of 91.00 feet to a 5/8" rebar set, capped #6477;

Thence S.72°00'10"E., along the Southerly Right of Way line of Shallow Creek Circle (50' wide private), a distance of 35.76 feet to a 5/8" rebar set, capped #6477;

Thence N.17°59'50"E., along the Easterly terminus of said Shallow Creek Circle, a distance of 50.00 feet to a 5/8" rebar set, capped #6477;

Thence N.72°00'10"W., along the Northerly Right of Way line of said Shallow Creek Circle, a distance of 24.25 feet to a 5/8" rebar set, capped #6477;

Thence N.17°59'50"E., continuing along the aforementioned Easterly line of Lot 2-B of Brandywine Preserve Phase Two, a distance of 296.92 feet to a 5/8" rebar set, capped #6477;



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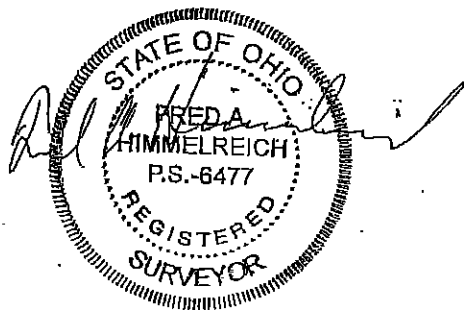
Thence S.81°56'31"E.. along the Southerly line of Lot 1-B of Brandywine Prewserve Phase One as recorded in Instrument No. 54074982 of the Summit County Records of Plats, a distnace of 538.01 feet to a 5/8" rebar set, capped #6477;

Thence N.8°03'29"E., a distance of 250.00 feet to a point on the Centerline of Twinsburg Road - T.R. 112 (60 feet wide), and passing over a 5/8" rebar set, capped #6477. 30.00 feet from said point;

Thence S.81°56'31"E., along the Centerline of said Twinsburg Road, a distance of 319.30 feet to a point at the Northwest corner of lands now or formerly owned by F.J. Szudio, ETAL as recorded in Vol. 6988, Page 269 of the Summit County Records of Deeds;

Thence S.3°28'15"W., along said Szudio lands and others, passing over an iron pin set 30.10 feet from said point, a distance of 1308.88 feet to an iron pipe found on the South line of the aforementioned Lot 10;

Thence N.85°39'19"W., along the South line of said Lot 10, a distance of 1159.71 feet to a 5/8" rebar set, capped #6477 at the True Place of Beginning and containing 27.9702 Acres of land, more or less, but subject to all legal highways and easements of record as surveyed by Fred A. Himmelreich, P.S. No. 6477. of Mosyjowski & Associates Engineers, December, 2002.



John A Donofrio, Summit Fiscal Officer

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EXHIBIT "3"

- TO TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR BRANDYWINE PRESERVE CONDOMINIUM

NARRATIVE DESCRIPTION OF BUILDING AND UNITS

The Condominium Development is part of Brandywine Preserve, a Planned Residential Development, situated off of Country View Parkway, a dedicated (or to be dedicated) public road located between State Route 8 and Walters Road, duly dedicated public streets, in the Township of Northfield Center, Summit County, Ohio. The Development is being expanded to include one (1) Building known as Building No. 20, containing four (4) Units known as Unit Nos. 20A, 20B, 20C, and 20D.

The Building is a two-story Building of conventional wood frame construction with drywall finish on the interior walls and vinyl siding, brick veneer and wood trim on the exterior walls. The roof is asphalt shingle. The Units are separated by common walls. All of the Units have basements.

Three (3) Unit types are being submitted by this Twelfth Amendment. The Unit types are known as "Plan #100," "Plan #105" and "Plan #115." Unit No. 20A is a "Plan #105" type unit, Unit No. 20B is a "Plan #115" type unit; Unit Nos. 20C and 20D are "Plan #100" type units.

"Plan #100" is a one-story unit containing approximately 1,395 sq. ft. of living area, exclusive of the garage, basement (if any) and option areas (if any). The single floor contains a dining/living room, kitchen with a breakfast nook, two (2) bedrooms, two (2) full baths, utility room and an attached two-car garage.

"Plan #105" is a one-story Unit containing approximately 1,586 square feet of living area, exclusive of the garage, basement (if any) and option areas. The single floor contains a great room, dining room, kitchen with a breakfast nook, two (2) bedrooms, two (2) full baths, utility room, wood deck and an attached two-car garage.

"Plan #115" is a one-story center Unit containing approximately 1,535 square feet of living area, exclusive of the garage, basement (if any) and option areas. The single floor contains a living room, dining room, kitchen with a breakfast nook, two (2) bedrooms, Two (2) full baths, utility room, wood deck and an attached two-car garage.

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

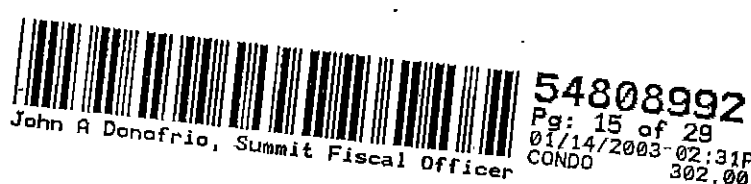


EXHIBIT "4"

TO TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR BRANDYWINE PRESERVE CONDOMINIUM

UNIT NO.	BUILDING NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
3A	3	I	586 Azalea Circle	#411	1,524	1.043%
3B	3	I	588 Azalea Circle	#421	1,377	0.942%
3C	3	I	590 Azalea Circle	#422	1,560	1.068%
18A	18	I	530 Azalea Circle	#411	1,524	1.043%
18B	18	I	528 Azalea Circle	#421	1,377	0.942%
18C	18	I	526 Azalea Circle	#422	1,560	1.068%
19A	19	I	520 Azalea Circle	#411	1,524	1.043%
19B	19	I	522 Azalea Circle	#421	1,377	0.942%
19C	19	I	524 Azalea Circle	#422	1,560	1.068%
2A	2	II	587 Azalea Circle	#411	1,524	1.043%
2B	2	II	589 Azalea Circle	#421	1,377	0.942%
2C	2	II	591 Azalea Circle	#422	1,566	1.072%
4A	4	II	585 Azalea Circle	#411	1,524	1.043%
4B	4	II	583 Azalea Circle	#421	1,377	0.942%
4C	4	II	581 Azalea Circle	#422	1,566	1.072%
5A	5	II	579 Azalea Circle	#411	1,524	1.043%
5B	5	II	577 Azalea Circle	#421	1,377	0.942%
5C	5	II	575 Azalea Circle	#422	1,566	1.072%
6A	6	III	576 Azalea Circle	#411	1,524	1.043%
6B	6	III	574 Azalea Circle	#421	1,377	0.942%
6C	6	III	572 Azalea Circle	#422	1,560	1.068%
7A	7	III	566 Azalea Circle	#411	1,524	1.043%
7B	7	III	568 Azalea Circle	#421	1,377	0.942%
7D	7	III	570 Azalea Circle	#423	1,582	1.083%
10A	10	III	560 Azalea Circle	#411	1,524	1.043%
10B	10	III	558 Azalea Circle	#421	1,377	0.942%
10D	10	III	556 Azalea Circle	#423	1,582	1.083%
11A	11	III	550 Azalea Circle	#411	1,524	1.043%
11B	11	III	552 Azalea Circle	#421	1,377	0.942%
11D	11	III	554 Azalea Circle	#423	1,582	1.083%



UNIT NO.	BUILDING NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
8A	8	IV	573 Azalea Circle	#411	1,524	1.043%
8B	8	IV	571 Azalea Circle	#421	1,377	0.942%
8C	8	IV	569 Azalea Circle	#422	1,560	1.068%
9A	9	IV	563 Azalea Circle	#411	1,524	1.043%
9B	9	IV	565 Azalea Circle	#421	1,377	0.942%
9C	9	IV	567 Azalea Circle	#422	1,560	1.068%
12A	12	V	561 Azalea Circle	#411	1,524	1.043%
12B	12	V	559 Azalea Circle	#421	1,377	0.942%
12C	12	V	557 Azalea Circle	#422	1,560	1.068%
13A	13	V	551 Azalea Circle	#411	1,524	1.043%
13B	13	V	553 Azalea Circle	#421	1,377	0.942%
13D	13	V	555 Azalea Circle	#423	1,582	1.083%
14A	14	V	549 Azalea Circle	#411	1,524	1.043%
14B	14	V	547 Azalea Circle	#421	1,377	0.942%
14C	14	V	545 Azalea Circle	#422	1,560	1.068%
15A	15	V	539 Azalea Circle	#411	1,524	1.043%
15B	15	V	541 Azalea Circle	#421	1,377	0.942%
15D	15	V	543 Azalea Circle	#423	1,582	1.083%
1A	1	VI	597 Azalea Circle	#411	1,524	1.043%
1B	1	VI	595 Azalea Circle	#421	1,377	0.942%
1C	1	VI	593 Azalea Circle	#422	1,560	1.068%
16A	16	VII	537 Azalea Circle	#411	1,560	1.068%
16B	16	VII	535 Azalea Circle	#421	1,377	0.942%
16C	16	VII	533 Azalea Circle	#422	1,524	1.043%
17A	17	VII	527 Azalea Circle	#411	1,524	1.043%
17B	17	VII	529 Azalea Circle	#421	1,377	0.942%
17D	17	VII	531 Azalea Circle	#423	1,582	1.084%
31A	31	VIII	7267 Forest Cove Lane	#105	1,586	1.085%
31B	31	VIII	7267 Forest Cove Lane	#115	1,535	1.050%
31C	31	VIII	7267 Forest Cove Lane	#140	1,512	1.035%
31D	31	VIII	7267 Forest Cove Lane	#135	1,512	1.035%
32A	32	VIII	7381 Forest Cove Lane	#105	1,586	1.085%
32B	32	VIII	7381 Forest Cove Lane	#115	1,535	1.050%
32C	32	VIII	7381 Forest Cove Lane	#140	1,512	1.035%
32D	32	VIII	7381 Forest Cove Lane	#135	1,512	1.035%
26A	26	IX	7300 Forest Cove Lane, Unit A	#105	1,586	1.085%
26B	26	IX	7300 Forest Cove Lane, Unit B	#115	1,535	1.050%
26C	26	IX	7300 Forest Cove Lane, Unit C	#140	1,512	1.035%



UNIT NO.	BUILDING NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
26D	26	IX	7300 Forest Cove Lane, Unit D	#135	1,512	1.035%
27A	27	IX	7284 Forest Cove Lane, Unit A	#105	1,586	1.085%
27B	27	IX	7284 Forest Cove Lane, Unit B	#115	1,535	1.050%
27C	27	IX	7284 Forest Cove Lane, Unit C	#140	1,512	1.035%
27D	27	IX	7284 Forest Cove Lane, Unit D	#135	1,512	1.035%
28A	28	IX	7311 Forest Cove Lane, Unit A	#105	1,586	1.085%
28B	28	IX	7311 Forest Cove Lane, Unit B	#115	1,535	1.050%
28C	28	IX	7311 Forest Cove Lane, Unit C	#140	1,512	1.035%
28D	28	IX	7311 Forest Cove Lane, Unit D	#135	1,512	1.035%
29A	29	IX	7281 Forest Cove Lane, Unit A	#105	1,586	1.085%
29B	29	IX	7281 Forest Cove Lane, Unit B	#115	1,535	1.050%
29C	29	IX	7281 Forest Cove Lane, Unit C	#140	1,512	1.035%
29D	29	IX	7281 Forest Cove Lane, Unit D	#135	1,512	1.035%
30A	30	X	7347 Forest Cove Lane, Unit A	#105	1,586	1.085%
30B	30	X	7347 Forest Cove Lane, Unit B	#115	1,535	1.050%
30C	30	X	7347 Forest Cove Lane, Unit C	#140	1,512	1.035%
30D	30	X	7347 Forest Cove Lane, Unit D	#135	1,512	1.035%
25A	25	XI	7314 Forest Cove Lane, Unit A	#105	1,586	1.085%
25B	25	XI	7314 Forest Cove Lane, Unit B	#115	1,535	1.050%
25C	25	XI	7314 Forest Cove Lane, Unit C	#140	1,512	1.035%
25D	25	XI	7314 Forest Cove Lane, Unit D	#135	1,512	1.035%
24A	24	XII	7328 Forest Cove Lane, Unit A	#105	1,586	1.085%
24B	24	XII	7328 Forest Cove Lane, Unit B	#115	1,535	1.050%
24C	24	XII	7328 Forest Cove Lane, Unit C	#140	1,512	1.035%
24D	24	XII	7328 Forest Cove Lane, Unit D	#135	1,512	1.035%
20A	20	XIII	7390 Forest Cove Lane, Unit A	#105	1,586	1.085%
20B	20	XIII	7390 Forest Cove Lane, Unit B	#115	1,535	1.050%
20C	20	XIII	7390 Forest Cove Lane, Unit C	#100	1,395	0.955%
20D	20	XIII	7390 Forest Cove Lane, Unit D	#100	1,395	0.955%
					146,125	TOTAL: 100%



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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BRANDYWINE PRESERVE CONDOMINIUM

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

DATED: 2 Nov 2, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By Q. Taylor, Deputy Auditor



55253656

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John A Deneffrio, Summit Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Brandywine Preserve Condominium (the "Declaration") was recorded at Summit County Records Instrument No. 54074983, and

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

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

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 77.31% of the Association's voting power as of October 14, 2005, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.31% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that copies of the Amendment will be mailed or hand delivered to all Unit Owners and all first mortgagees on the records of the Association once the Amendment is recorded with the Summit County Fiscal Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, in writing, and

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for Brandywine Preserve Condominium is hereby amended by the following:



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INSERT a new DECLARATION ARTICLE VII, SECTION (N). Said new addition, to be added on Page 29 of the Declaration, as recorded at Summit County Records, Instrument No. 54074983, is as follows:

(N) No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

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

IN WITNESS WHEREOF, the said Brandywine Preserve Condominium Owners' Association, Inc. has caused the execution of this instrument this 26th day of OCTOBER, 2005.

BRANDYWINE PRESERVE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Martha Gray
MARTHA GRAY, its President

By: Carol P Hayes
CAROL P. HAYES, its Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Brandywine Preserve Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 NORTHFIELD, Ohio, this 26th day of OCTOBER, 2005.

Tom D. Harris
NOTARY PUBLIC

NOTARY PUBLIC
Tom D. Harris, Notary Public
In and for the State of Ohio
My Commission Expires February 5, 2006



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Pg: 4 of 6
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EW
This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of the Brandywine Preserve Condominium Owners' Association, Inc., hereby certifies that she caused copies of the Amendment to the Declaration of Condominium Ownership for Brandywine Preserve Condominium to be mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

The undersigned further certifies that the Association received the signed, written consents of Unit Owners representing 77.31% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for Brandywine Preserve Condominium in accordance with the provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the corporate records for Brandywine Preserve Condominium Owners' Association, Inc..

Martha Gray
MARTHA GRAY, President

STATE OF OHIO)
)
COUNTY OF Summit)

SS



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Pg: 5 of 6
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CONDO 64.00

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Northfield, Ohio, this 26th day of October, 2005.

Tom Harris

NOTARY PUBLIC

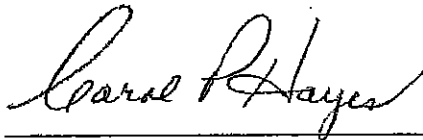
NOTARY PUBLIC
Tom D. Harris, Notary Public
In and for the State of Ohio
My Commission Expires February 5, 2006

EXHIBIT B

CERTIFICATION OF SECRETARY

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

NONE



CAROL P. HAYES, Secretary



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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in NORTHFIELD, Ohio, this 26th day of October, 2005.



NOTARY PUBLIC

NOTARY PUBLIC
Tom D. Harris, Notary Public
In and for the State of Ohio
My Commission Expires February 5, 2006

TAB 10

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRANDYWINE PRESERVE CONDOMINIUM

BYLAWS

OF

BRANDYWINE PRESERVE CONDOMINIUM OWNERS' ASSOCIATION, INC.

A Non-Profit Ohio Corporation

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BYLAWS OF BRANDYWINE PRESERVE

CONDOMINIUM OWNERS' ASSOCIATION

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

ARTICLE I

THE ASSOCIATION

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

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

Section 3. Voting Rights. On any question on which the vote of Unit Owners is permitted or required, the owner or owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation or partnership, shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are owners of record of a Unit may vote their respective interests as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise that proportion of the voting power of all of the Unit Owners of said Unit that is equivalent to their respective proportionate interests in said Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

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

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

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

(a) Establishment of Unit Owners' Association. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in the Development. Until the Unit Owners' Association is established, the

Declarant shall act in all instances where action of the Unit Owners' Association or its officers is authorized or required by law or in the Declaration.

(b) First Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place in Summit County as may be designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The first meeting of the members of the Association shall be held upon written notice given by the Declarant in accordance with Subsection (D) of this Section 6, said meeting to be held not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, unless the Declarant shall consent, in its sole discretion, to a lesser percentage.

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

(d) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the

time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(e) Quorum: Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-third (1/3) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

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

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

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

ARTICLE II

BOARD OF MANAGERS

Section 1. Qualifications. Except as otherwise provided herein, all members of the Board of Managers (herein called "Board Members" or "Board") shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1. of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as otherwise provided herein. If a Board Member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. No single Unit may be represented on the Board by more than one (1) person at any time.

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

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting. Until such time as Condominium Ownership Interests to which less than twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all three (3) Board Members. Not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the one (1) Board Member who will be replaced.

Since one (1) of the three (3) Board Members representing thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the Board Members, are to be elected by Unit Owners other than the Declarant when Condominium Ownership Interests to which twenty-five percent (25%) of the individual interests in the Common Areas and Facilities appertain have been sold or conveyed by the Declarant, it will not be necessary to have a meeting of the Association when Condominium Ownership Interests to which fifty percent (50%) of the individual interests in the Common Areas and Facilities appertain have been sold and conveyed by the

Declarant, since, at that time, Unit Owners, other than the Declarant, will have elected the required thirty-three and one-third percent (33⅓%) of the members of the Board.

Section 4. First Annual Meeting. Within thirty (30) days after the earlier of either: (a) five (5) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting"), the Board may be expanded from three (3) members to five (5) members, and all Unit Owners (including Declarant, if Declarant shall own any Units) shall elect all members of the Board of the Association. At and after the First Annual Meeting, Unit Owners exercising a majority of the voting power of the Association may expand the Board from three (3) to five (5) members or may reduce the Board from five (5) members to three (3) members. Immediately prior to such election all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall resign; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5. of this Article II. The percentages set forth in Sections 3 and 4 of this Article shall be computed by comparing the number of Units sold and conveyed from time to time on Parcel No. 1 and the Additional Property to the maximum number of Units that may be created thereon pursuant to Article XI of the Declaration based on the portion of the Additional Property owned by the Declarant at the time of the First Annual Meeting.

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

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

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

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

Each member of the Association may cast as many of his votes as there are Board Members to be elected. By way of example, if two (2) Board Members are to be elected, a member of the Association shall have the right to cast a maximum of two (2) votes, but not more than one (1) vote may be cast for any candidate. The candidates receiving the greatest number of votes shall be elected and those receiving the highest percentages of the total vote cast shall serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin. There shall be no cumulative voting.

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

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

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

Section 9. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers

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

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

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

(b) Levy of Assessments against the Unit Owners and the collection of same.

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

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

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

(ii) Grant easements.

(iii) Make contracts.

(iv) Effect insurance.

(v) Borrow money, and issue, sell, and pledge notes, bonds, and other evidence of indebtedness of the Association, provided, however, if such borrowing is in excess of Five Thousand Dollars (\$5,000.00), the prior approval of the members of the Association entitled to exercise a majority of

the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

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

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

(g) Adopt Rules and Regulations.

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

Section 11. Removal of Board Members. Except as otherwise provided herein and in the Act, the Board may remove any Board Member and thereby create a vacancy in the Board if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so removed may be elected at the same meeting for the unexpired term for each such removed Board Member. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

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

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

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

ARTICLE III

OFFICERS

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

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

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

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

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

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

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

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

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

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

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

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

(c) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the owners against any liability to the public or to the owners (of Units and of the Common Areas and Facilities, and their invitees, or tenants), incident to the ownership and/or use of the Common Areas and Facilities

and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

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

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

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

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these Bylaws;

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

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

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

(k) Limitation on Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any acquisitions, capital additions and improvements, or structural alterations to the Common Areas and Facilities (other than for purposes of maintaining, replacing, restoring or repainting portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars (\$10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided, however, so long as Declarant has the authority to elect or designate two (2) of the three (3) Board Members, the Declarant's prior written consent to such expenditure shall be required. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1.(K) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;

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

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

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

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

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

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or Occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board of

Managers and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

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

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

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments. Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article V, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board of Managers as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the Common Areas and Facilities as set forth in the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Areas and Facilities as set forth in the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit, an

initial capital contribution to the Association in an amount equal to two (2) months' assessments. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve and/or for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance toward regular assessments, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant.

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

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

Section 3. Reserve for Contingencies and Replacements. The Association shall be obligated to build up and maintain a reasonable working capital reserve fund to finance

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

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

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

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any

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

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

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

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

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

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

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

ARTICLE VI

INDEMNIFICATION

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

event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

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

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

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

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of any contract made by

or other acts of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all the Unit Owners in the Common Areas and Facilities.

ARTICLE VII

GENERAL PROVISIONS

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

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

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

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

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

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to

have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

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

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

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

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

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

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

Brandywine Preserve Condominium Association
**ADMINISTRATIVE RESOLUTION
CONCERNING ASSESSMENTS**

WHEREAS, Article II, Section 10b of the Bylaws grants the Board all power and authority to do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration and Bylaws to collect such Assessments and all costs associated therewith, and

WHEREAS, Article V, Section D of the Declaration establishes the remedy for default in payment of monthly or special assessments, and

WHEREAS, there is a need to establish orderly procedures for the collection of assessments that remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the association, and

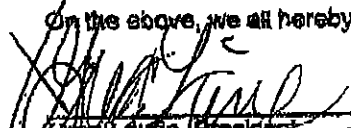
WHEREAS, it is the intent of the Board of Managers to establish steps for the collection of delinquent assessments;

NOW, THEREFORE, BE IT RESOLVED THAT, effective, November 1, 2000, the procedures for collection of delinquent assessment be as follows:

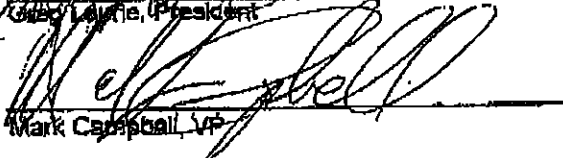
1. Each monthly assessment is due and payable on the first day of each month and is delinquent on the 10th day of the month.
2. Delinquent accounts not paid by the tenth day of the month will be assessed a twenty-five dollar (\$25.00) administrative late charge, pursuant to Article V, Section D.
3. In the case of payments that are delinquent for three (3) months or more, owners will automatically be sent a 30-Day Notice of Lien from the Association Attorney. If the amount that is delinquent, plus late charges and attorney's fees, is not received in the notice period, a lien upon the delinquent unit will be filed as provided in said Section D. Such lien will include reasonable attorney's fees and costs. A copy of the Notice of Lien will be sent to the unit owner and the holder of the first deed of trust of record.
4. If the delinquent assessments reach four (4) months or more, a notice of foreclosure will be sent out. Such foreclosure shall include reasonable attorney's fees and costs.
5. Any unit owner requiring special payment arrangements must submit their request in writing, for approval by the Board.
6. If approved payment arrangements are not adhered to, the Association attorney will send a 15-day notice of the violation of the agreement. Thereafter, the next step in the collection process will begin by either the filing of a lien or foreclosure proceedings.
7. Any cost shall include attorney's fees, recording costs, title reports and court costs incurred by the Association in the collection of delinquent accounts and shall be added to the amount owed by the delinquent owner.

On the above, we all hereby agree:

Date: 10-23-00



Greg Lurie, President



Mark Campbell, VP

Please add to your homeowners' manual.

Resolution
Enforcement Procedures and
Assessments for Rule Violations
Enacted January 14, 2004

WHEREAS, Article II Section 10 of the Brandywine Preserve Condominium Association Inc. By-Laws gives the Board the powers and duties necessary for the administration of the Associations affairs as provided by law and

WHEREAS, Article II Section 10 (g) allows the board to adopt rules and regulations governing the operation and use of the condominium property not in conflict with the Declaration and By-Laws and

WHEREAS, In order to provide an efficient administrative procedure to enforce rules and regulations of the association and provide for the assessment of fines for such violations,

NOW THEREFORE BE IT RESOLVED, that effective February 1, 2004 the following enforcement procedures and assessments may be administered for violations:

1. If any unit owner or his tenant violates a rule in a manner, which, by the determination of the Board affects the rights of others or their property, immediate legal action will be initiated.
2. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
3. In accordance with the procedure outlined in Item 5 below, an assessment of up to but not exceeding \$50.00 per occurrence MAY be levied by the Board on any owner found in violation of the Rules and Regulations. Each day the violation exists will be considered a separate occurrence. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the assessment.
4. In addition, all costs for extra cleaning, and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.
5. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed:
 - a. Written demand to stop the violation will be served upon the alleged violator and his owner specifying:
 - i. The alleged violation;
 - ii. The action required to stop the alleged violation; and
 - iii. A 24 hour time period during which the alleged violation must cease without the imposition of an assessment
 - b. If the same rule is violated past the time period set above or over a period not to exceed twelve (12) months the Board will serve the violator and his owner written notice of a hearing to be held by the Board. This notice will contain the following:
 - i. The nature of the violation;
 - ii. The time and place of the hearing, including at least a ten (10) day notice.
 - iii. A request for the violator and/or his owner to attend hearing and supply any statement of evidence on his or her behalf.
 - iv. The Intent of the Board to impose a Fifty Dollar (\$50.00) assessment per violation occurrence.
 - c. At the hearing, the Board and the alleged violator(s) will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become part of the hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at this hearing.