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DECLARATION OF CONDOMINIUM OWNERSHIP

**FOR
SWEET BRIER CONDOMINIUMS**

MADISON VILLAGE, OHIO

An Expandable Condominium Development

AND

BYLAWS

OF

**SWEET BRIER CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.**

DEVELOPED AND BUILT BY:

Sweet Brier Building Co.
411 North State Street
Painesville, Ohio 44077

This Instrument Prepared by:

David J. Richards, Jr., Esq.
Dworken & Bernstein Co., LPA
153 E. Erie Street
Painesville, Ohio 44077

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DECLARATION

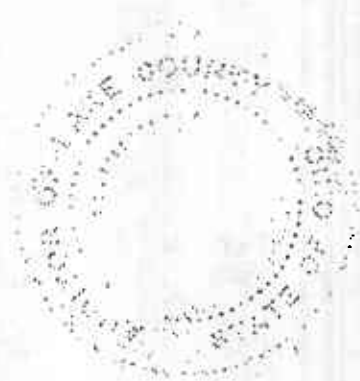
Submitting the property known as Sweet Brier Condominium, Madison Village, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code.

(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, Lake County, Ohio)

Date: July 30, 1996.

Lake County Auditor

By: Corrie Puckett
Deputy Auditor



**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
SWEET BRIER CONDOMINIUMS**

This Declaration made at Painesville, Ohio, by Sweet Brier Building Co., a corporation 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 "1" attached hereto and made a part hereof; and

WHEREAS, Declarant is also the owner of the real estate referred to herein as the "Additional Property" and described in Exhibit "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 "Sweet Brier Condominiums" certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions, reservations and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times

enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

WHEREAS, the Declarant hereby establishes by this Declaration a plan for the individual ownership of the Property consisting of each of the "Units" (as that term is hereinafter defined), 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 Sweet Brier Condominium Unit 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) "Common Areas and Facilities" includes, unless otherwise provided in the Declaration, 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 or are not delineated as part of a Unit in the Drawings as well as the Limited Common Areas and Facilities hereinafter defined, including, but not limited to:

(a) The roadways, drives, yards, gardens and parking areas;

(b) Easements created for the benefit of the Condominium Property;

(c) In general, all apparatus and installations existing for common use;

(d) Such community facilities as may be provided for in the Declaration;

(e) 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.

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

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

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

(J) "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.

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

(L) "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.

(M) "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.

(N) "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.

(O) "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.

(P) "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.

(Q) "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.

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

(S) "Par Value" means the sum of One Thousand Dollars (\$1,000.00) as to each Unit.

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

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

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

(W) "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.

(X) "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.

(Y) "Unit" means a part of the Condominium Property consisting of a separate, free-standing residential building as designated 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. In the event buildings containing two (2) or more dwelling Units are constructed within the Condominium Development, the definition of "Unit" shall be changed to accommodate any such buildings.

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

(AA) "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 Sweet Brier Condominium Unit 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 separate, single-unit detached buildings thereon, containing an aggregate of ten (10) separate units, is hereby divided into ten (10) 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 a Registered Surveyor and a Licensed

Professional Engineer 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. The Units hereinbefore declared and established as a freehold estate shall consist of:

- (1) the space included within the exterior perimeter surfaces, including but not limited to, the roof, outside walls (including garage walls), foundation, footers, chimneys and vents, to form a complete enclosure of space and everything contained therein;
- (2) all exterior surfaces, whether structural or otherwise, including but not limited to, the roof, outside walls, foundation, footers, chimneys and vents;
- (3) all items attached to the exterior surfaces, including but not limited to, the gutters, downspouts and lights, but not the space occupied thereby;
- (4) any finishing materials applied or affixed to the exterior perimeter surfaces;
- (5) all utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single Unit (or connecting a single Unit to a main or central utility to the point of disconnection from such main or central utility, including without limitation all geothermal heating wells) whether located within the bounds of the Unit or not, but not including any space occupied thereby to the extent located outside the bounds of the 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 Units is attached hereto and made a part hereof as Exhibit "D".

Any inconsistencies between the narrative description of the Units as set forth in Exhibit "D" and the Allotted Drawings shall be resolved in favor of the Allotted Drawings. In the event that buildings containing two (2) or more dwelling units are constructed within the Condominium Development, the definition of "Unit" shall be revised to accommodate any such buildings.

(B) Common Areas and Facilities.

(1) Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, including but not limited to, all exterior parking spaces, roadways, community facilities, if any, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, all as hereinbefore more specifically described in Article I(E) hereof, are hereby declared and established as 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 serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of such of the following as may otherwise be construed to be Common Areas:

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

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

(c) The driveway accessory to each Unit and the walkway connecting from the driveway to each Unit, as shown on the attached drawings;

(d) The front and rear yards appurtenant to each Unit as shown on the Allotted Drawings, and any porches, decks, patios, and other improvements located thereon or therein;

(e) All other parts of the Common Areas which serve only such Unit.

(3) Use of Common Areas and Facilities. Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the

Bylaws attached hereto as Exhibit "B", each 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 of ingress and egress to and from the respective Units, 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 Exhibit "E" attached hereto and made a part hereof.

The percentage of interest in the Common Areas and Facilities is in the proportion that the par value of the Unit bears to the aggregate par value 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.

(C) Regulation and Management 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. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Declarant for and on behalf of the Association, upon its creation, shall enter into a Management Agreement with J.W. Betteley Building Co., an Ohio corporation, the Management Agreement to be in the form of Exhibit "C" attached hereto and made a part hereof, delegating to Declarant the Association's primary authority and responsibility to manage, repair, alter and improve the Common Areas and Facilities. As stated in Exhibit "C", the Management Agreement shall be for a term of three (3) years and shall automatically renew itself for consecutive one (1) year additional terms unless either party elects to terminate the Management Agreement in accordance with the terms thereof. The initial three (3) year term shall commence on the date of filing for record of a deed following the first sale of a Condominium Ownership Interest in the Property. Notwithstanding the foregoing, (i) the Association shall not be obligated under the provisions of the Management Agreement for a period which exceeds more than one (1) year from and after the date of the meeting of Unit Owners following the earlier of five (5) years from the date of the establishment of the Association or thirty (30) days after the sale and conveyance of Condominium Ownership Interests to purchasers in good faith for value to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities calculated by comparing the number of Units sold and conveyed on Parcel No. 1 and the Additional Property to the maximum number of Units that may be created thereon pursuant to Article XI hereof; and (ii) either party may terminate the Management Agreement, without cause and without payment of a termination fee, upon ninety (90) days' written notice to the other party. In the event of termination pursuant to (i) above, the Management Agreement may thereafter be renewed with the approval of Unit Owners entitled to exercise a majority of the voting power of the Association.

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

(1) The Association.

(a) 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 Managing Agent.

(b) The Association shall also maintain, repair and replace the driveway areas within the Common Areas and shall maintain the landscaping of the Common Areas and Limited Common Areas. The Association shall be responsible for snow removal within the Limited Common Area portion of the driveway. Notwithstanding the foregoing, a Unit Owner shall have the right to elect to perform his own landscape maintenance of the Limited Common Areas adjacent to his Unit, provided, however, he complies with the following:

(i) The Unit Owner shall give notice to the Association of such election on or before January 31st of each Year.

(ii) The Association shall give the Unit Owner a credit on the Common Assessments chargeable to his Unit in an amount equal to the portion of the Common Assessments attributable to the landscape expense for the Limited Common Areas of such Unit.

(iii) The quality of landscape maintenance performed by the Unit Owner must be at least equal to the quality that would have been performed by the Association.

(iv) That if in the sole opinion of the Association the Unit Owner fails to maintain such quality of maintenance, the Association shall have the right to assume the landscape maintenance of such Limited Common Area and charge the Unit Owner with the cost of the same.

If a Unit Owner improves the landscaping within the Limited Common Area attributable to his Unit, and such improvement results in extraordinary landscape maintenance services, the Unit Owner shall remit to the Association the amount of any increase in the maintenance of such Limited Common Area attributable to such extraordinary landscape services.

(2) Unit Owner. Except as may otherwise 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, including, but not limited to, the roof, exterior walls and foundations, and all internal and external 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 Limited Common Areas and Facilities belonging to his Unit, including watering the Limited Common 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. Each Unit Owner is also responsible for maintenance (except snow removal), repair and replacement of the driveway serving his Unit.

(b) Not to make any alterations in the portions of the Unit or the Common Areas and Facilities, including Limited Common Areas and Facilities (except as permitted by Sections (E), (F) and (G) of Article VII), 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 paint or otherwise finish, decorate or change the appearance of any portion of the exterior of a Unit without the prior written consent of the Board of the Association.

(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 to not unreasonably 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 nonexclusive rights and easements:

(A) Roadway, Utility and Other Easements. 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 the outdoor faucets of Units for the purpose of watering yard areas.

(B) 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.

(C) Maintenance Easements. Easements in favor of 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.

(D) Easements Through Units and Limited Common Areas. Easements in favor of 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.

(E) Unit Owner's Right to Ingress and Egress. Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, including the 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 with said driveway area), and to any Limited Common Areas designated for use in connection with his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(F) Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of 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.

(G) Reservation by Declarant of Easements for Ingress and Egress, Utilities and Construction. The Declarant herein hereby reserves unto itself for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or any portion of the 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 and for utility and facility 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.

(H) Future Easements to Others. Such easements as Declarant, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for roadway, access and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, 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 benefitted thereby shall, at his, its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior

to the installation of any such utility improvements, and provided further that the owner or owners of such benefitted 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 Section (K) of this Article III. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

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

(I) Easement Rights. The above easements 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 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 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.

(J) 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.

(K) Sharing of Expenses. In the event all or any portion of the Additional Property is not added to the Condominium ("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, a retention basin, if any, and drainage thereto, steam, electric, gas, telephone and cable television lines, conduits, and transmission and meter devices 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, if the Non-Added Property is submitted to condominium ownership; the total number of residences if the Non-Added Property is improved with single-family residences; the total number of rental units if the Non-Added Property is improved with rental units); such fair share of such expenses attributable to the Non-Added Property shall be determined by a fraction, the numerator of which shall be the number of dwelling units constructed on said property and the denominator of which shall be the total number of dwelling units constructed on the Condominium Property, and the Non-Added Property. The Non-Added Property shall not be chargeable hereunder unless and until the same is improved by the construction thereon of dwelling Units and such dwelling Units utilize the above improvements. If all or a portion of the Additional Property is not added to the Condominium Property, Declarant reserves the right to execute and record a Declaration of Easements establishing a mechanism for the governance of the rights and obligations set forth in this subsection (K).

ARTICLE IV

UNIT OWNERS ASSOCIATION OF SWEET BRIER CONDOMINIUMS

(A) Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called Sweet Brier Condominium Unit 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 late 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".

(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 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, Section 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 Arthur D. Sidley, 20 Sweet Brier, Painesville, Ohio 44077. When and after the Association is lawfully constituted the statutory agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit. Notwithstanding the foregoing, the Declarant reserves the right of the Association to designate a statutory agent to the extent permitted by Sections 5311.08 and 5311.25 of the Act.

ARTICLE V

ASSESSMENTS

(A) General. Assessments for the management, maintenance, repair and insurance of the Common Areas and Facilities and applicable portions of the Limited 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 and of applicable portions of the Limited 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 par value of such Units expressed in Exhibit "E" hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the owner or occupant thereof that the percentage set forth opposite each Unit in Exhibit "E" of this Declaration is in the proportion that the par value of the Unit bears to the aggregate par value 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 Exhibit "E" hereof.

(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 Lake 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 from 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 service charge of five percent (5%) of the amount of the delinquent payment in order to defray the administrative costs of collection and court costs and reasonable attorneys 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 Lake County, Ohio. In

such 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) Casualty Insurance. The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Article VI(C) of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): All structures (other than Units) and improvements and facilities now and at any time hereafter constituting a part of the Common Areas and Facilities of the Condominium Property and all personal property owned by the Association. Said insurance shall afford protection against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Lake County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements and facilities similar in

construction, location and use as the buildings, structures, improvements and facilities comprised as part of the Condominium Property, including without limitations, vandalism, malicious mischief, windstorm, plate glass and water damage, subject to such deductible amounts not in excess of Five Thousand Dollars (\$5,000.00) as the Board shall determine. The casualty insurance to be purchased hereunder shall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, exclusive of excavations and foundations and exclusive of individual Units which shall be separately insured by Unit Owners as provided in Article VI(C) of this Declaration. The amount of casualty insurance shall be reviewed annually and adjusted if necessary. The cost of an appraisal shall be a Common Expense. Such casualty insurance shall provide (1) for the issuance of certificates of insurance to the Unit Owners, (2) for the issuance of certificates of insurance to the holders of mortgages on the Units, (3) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (4) for the payment of claims without apportionment or contribution, as though no other policy existed, (5) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause, (6) that the insurer waives its right of subrogation against Declarant, Unit Owners, the Association, any Managing Agent and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium Property, (7) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of taking a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act, and (8) that coverage under such insurance will not be terminated, cancelled or materially modified without ten (10) days' prior written notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therefor, shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10) days prior to the expiration of the then current policy(s). Furthermore, the Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(B) Insurance Beneficiaries. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interest may appear. Such casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees, except that if a bank, savings and loan association or other institutional mortgagee is the holder of mortgages on five (5) or more Units at the time of the loss, such mortgagee shall have the right to be named as an additional payee on the insurance draft issued in settlement of such loss.

(C) Unit Owners Insurance. Each Unit Owner shall separately insure his Unit (as the term "Unit" is defined in Article I(X) and Article II(A) hereof to be the free-standing residential building, including, but not limited to the attached garage, the foundation, slab, basement, if any, floors, roof and all exterior and interior walls) against loss by fire or other casualty, and shall provide the Association with written evidence as to the placement and maintenance of such insurance. In addition, each Unit Owner shall procure and maintain for the benefit of such Unit Owner and the Association liability insurance in amounts customarily obtained by property owners with properties of like value insuring against claims for property damage, injury or death on account of acts or omissions by such Unit Owner, and his or her invitees, licensees and tenants. Should any Unit Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of Article VI(A) of this Declaration shall be chargeable to the Unit Owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. Any such insurance policy(s) shall contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration.

(D) Insurance Prior to Formation of Association. Notwithstanding the foregoing, until the Association is formed, the insurance required to be procured by the Association shall instead be procured by the Declarant.

(E) Liability Insurance. The following provisions shall govern in respect of liability insurance:

(1) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring the Association, the Board, the Managing Agent, if any, the Unit Owners, and Occupants of Units other than Unit Owners against liability for bodily injury (including death) or property damage occurring upon, in or about, or arising from the Common Areas and Facilities; such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.

(2) Such comprehensive liability policy shall not insure against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner may carry such additional personal liability insurance as he may desire.

(3) Notwithstanding the foregoing, until the Association is formed, such comprehensive liability insurance to be procured by the Association shall instead be procured by the Declarant.

(F) Additional Insurance. The Association shall also obtain such other insurance as the Board in its discretion may determine.

(G) Damage or Destruction. The following provisions shall govern in the event of any damage or destruction to the Insured Property:

(1) In the event of any damage or destruction of any of the Insured Property, if the proceeds of any policy or policies insuring against such damage or destruction and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; provided, however, that in the event, within ninety (90) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration shall elect not to repair, restore or reconstruct, then such repair, restoration or reconstruction shall not be undertaken.

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration, elect not to repair, restore or reconstruct such Insured Property) such deficiency shall be provided either by means of Common Assessments or by means of an appropriation from the reserve maintenance fund, or such other fund as may be established for the purpose of providing for the restoration and replacement of the Common Areas and Facilities or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders one hundred percent (100%) or more of the Units uninhabitable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair, restore or reconstruct the Insured Property at a meeting which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, on the Common Areas and Facilities, 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, release or discharged. Upon such payment, the interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and delivery any and all

documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

(4) Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article VI(A) of this Declaration, and Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration or reconstruction of the damaged or destroyed property. Such costs may include professional fees of attorneys, public insurance adjusters and others and premiums for bonds. Repair, restore or reconstruct, as used in this subsection (G)(4), means repairing, reconstructing or restoring the Insured Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to his Unit, shall be deemed to have delegated, to the Declarant, prior to the formation of the Association, and thereafter to the Board, or their respective agents, his right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(5) Except as otherwise provided in Article VI(G)(3) of this Declaration, if all or any part of the Insured Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings.

(6) With respect to all policies of insurance obtained by the Association and by the Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner and his tenants and any other Occupants of the Condominium Property, the Association, the Board, and the Managing Agent, if any, for any loss which may result from any of the perils insured against under any such policies; and each such policy shall provide for a release by the insurance company issuing such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

(7) The proceeds of insurance collected on account of a casualty, and the Assessments on account of such casualty and/or appropriations from any funds set aside for such purpose, shall constitute a construction fund which shall be disbursed by the Association in payment of the cost of repair, restoration or reconstruction, from time to time as the work progresses. The Association shall make such disbursements upon

its receipt of certificates from the architect or general contractor selected by it to be in charge of the repair, restoration or reconstruction. Said certificates shall: (i) state that the sum requested is justly due to the contractors, subcontractors, materialmen, architects or other persons who rendered services or furnished materials in connection with the work; (ii) give a brief description of the services and materials for which such progress payment is requested; (iii) state that the sum requested does not exceed the value of the services and materials described in the certificate; (iv) state that except for the amount stated in such certificate to be due as aforesaid 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 mechanics', materialmen's or similar lien for such work upon the Common Areas and Facilities or any Unit; and (v) state that the cost of the work remaining to be done subsequent to the date of said certificate, does not exceed the amount of the construction fund remaining with the Association after the payment of the sums so requested. If there is a balance in the construction fund after payment of all costs of repair, reconstruction or restoration, such balance shall be distributed jointly to the Unit Owners and their respective mortgagees who are the beneficial owners of the funds.

(H) 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, Common Areas and Facilities and Limited Common Areas and Facilities shall be occupied and used as follows:

(A) No part of the Property shall be used for other than housing and the related common purposes for which the 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 an 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 Village of Madison.

(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 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 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 Limited Common Areas and Facilities.

(D) 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, except for seasonal decorations (no flashing lights shall be permitted), and no awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board. Temporary window "For Sale" or "For Rent" signs can be displayed inside the Unit only. Furthermore, no curtains, drapes, shades or blind shall be displayed in or from any window or glass door of a building without the prior written consent of the Association unless the part thereof within view from the exterior of a building is white, near white or beige in color.

(E) Each Owner shall be obligated to maintain and keep in good order and repair the Limited Common Areas and Facilities appurtenant to his Unit, and shall be permitted to plant flowers, shrubs, and/or ground-cover plants within the entire Limited Common Areas, and shall be permitted to install and maintain the following landscaping fixtures and mechanisms without the approval of the Board of Managers: sun dials, post lamps, grounds lighting, sprinkling systems, or flag poles.

(F) Owners shall be permitted to plant, install, locate or maintain the following without the prior written consent of the Board of Managers, provided, however, all such items are planted, installed and located within the rear Limited Common Areas of each Unit: vegetable gardens, concrete or brick patios, wooden decks, barbecue grills, lawn furniture, bird houses or feeders, and wooden fences; provided, however, any wooden fence installed must be in conformity with the Board-approved Fence Rules and Regulations.

(G) Except as permitted with the prior written consent of the Board of Managers, no home additions, storage building, gazebo or in-ground swimming pool shall be constructed within the Limited Common Areas; provided, however, that any such approved construction shall be situated within the Limited Common Areas located to the rear of a Unit.

(H) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, or in the Limited Common Areas and Facilities, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' notice from the Board, and provided further that any dog shall be on a leash at all times when such dog is outside a Unit; except that a dog may be kept within a Board-approved fenced-in area between the hours of 8:00 a.m. and 8:00 p.m.

(I) 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 owners or occupants.

(J) 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.

(K) 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 and the Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(L) There shall be no baby carriages or playpens, bicycles, wagons, toys, or vehicles stored on any part of the Common Areas and Facilities; and the balcony and patio areas, if any, must be used for their intended purposes. Furthermore, swing sets, sliding boards and other playground equipment are not permitted within the Common Areas or the Limited Common Areas.

(M) No trucks (except two-axel trucks with 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).

(N) 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 By-Laws shall be construed to prohibit, and the right is hereby reserved

by the Declarant and granted to the Association, to offer garage service, Viacom or similar 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 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 or display purposes.

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

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 affirmative vote of not less than eighty-five percent (85%) of the voting power, at a meeting of voting members duly called for such purpose, may elect to sell the Condominium Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon 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, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed a written objection thereto with the Board within thirty (30) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal by an appraiser agreed to by such Unit Owner and the Board, less the amount of any first mortgage lien and other encumbrances and less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement by such Owner and the Board to select an appraiser within ten (10) days from the expiration of said thirty (30) day period, such Unit Owner and the Board within five (5) days thereafter, shall, within five (5) days thereafter, each select an appraiser and the two so selected shall select a third appraiser, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The appraisal expense shall be borne one-half (1/2) by the Unit Owner and one-half (1/2) by the Association. 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.

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 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 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.

(B) Involuntary Sale. If any 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 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 Owner in the 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 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 from the date the Declaration is filed for record to expand the Condominium Property to include the Additional Property. Other than the expiration of the time limit 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 or descriptions 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 and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning requirements of the Village of Madison, 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 thirteen hundred ninety nine (1399) Units on the Additional Property for a total number of Units on Parcel No. 1 and the Additional Property of fourteen hundred (1400) Units, based upon the maximum density rate permitted by the zoning code of the Village of Madison.

(I) The Units to be constructed on the Additional Property are restricted exclusively to residential use.

(J) The Additional Property Buildings shall be compatible with the Parcel No. 1 Buildings with respect to quality of construction principal materials to be used, but not necessarily with respect to architectural style.

(K) The Declarant is not obligated to construct improvements on the Additional Property. Except for the provisions hereof 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 Village of Madison there are no restrictions or limitations upon the improvements that may be made upon the Additional Property.

(L) The Units to be constructed on the Additional Property will not necessarily be identical or similar to the Units constructed on Parcel No. 1.

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

(N) 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.

(O) 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 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 par value of each Unit on the date said amendment is filed for record bears to the then aggregate par value of all the Units on the Condominium Property which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

(Q) If the Declarant does not submit all or a portion of the Additional Property to the Condominium Development the restrictions shall not apply to any portion of the Additional Property that is not so submitted.

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. 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 at least one (1) officer of Declarant. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof to a Unit Owner and a first mortgagee of a Unit Owner. No 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 Lake 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 the Board shall 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, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration or any other

governmental agency or any other public quasi-public or private entity which performs (or may in the future perform functions similar to those currently performed by such entities (2) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Condominium Ownership Interests (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 comply with the underwriting requirements of insurance companies providing casualty insurance liability insurance and other insurance coverages for the Condominium Development. In furtherance of the foregoing a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact as the case may be. Each deed mortgage trust deed other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a consent to the reservation of the power to the Declarant and/or to the Board to vote in favor of, or make and record Special Amendments .

ARTICLE XIII

NO PARTITION

Except as is permitted in this Declaration or amendments thereto there shall be no physical partition of the Common Areas or any part thereof nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIV

CONDEMNATION

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

In the event that less than the entire Condominium Property is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof the Condominium Development 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: (A) 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; (B) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (C) 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 (D) 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.

In the event a partial taking results in the taking of a complete Unit the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association 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 and its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration and the amended Declaration shall be filed as required by law.

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

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding 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 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 and Mortgage Guaranty Insurance Corporation (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 of Meetings 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.

(E) Special Federal Home Loan Mortgage Corporation Provisions.

(1) Unless two-thirds (2/3) of the first mortgagees or Unit Owners give their consent the Association shall not: (a) by act or omission seek to abandon become a partition subdivide encumber sell or transfer any portion of the Condominium Property (the granting of easements for public utilities or for public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer); (b) change the method of determining the obligations assessments dues or other charges which may be levied against a Unit Owner; (c) by act or omission change waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of a Unit and of the Common Areas and Facilities; (d) fail to maintain fire and extended coverage insurance as required by this Declaration; or (e) use hazard insurance proceeds for any Common Area losses for other than repair replacement or reconstruction of the Condominium Property.

(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 Article.

(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.

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. Any lease or sublease of a Unit shall be in writing and shall provide: (1) 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; (2) that the Association shall have the right to require the Unit Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration the Bylaws and Rules. The limitations with respect to the leasing of Units shall not apply to the Declarant or a first mortgagee of a Unit.

ARTICLE XVII

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners by unanimous vote 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 Lake 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 which shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid released or discharged.

ARTICLE XVIII

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: Sweet Brier Building Co., 411 N. State Street, Painesville Ohio 44077; with a copy of same to David J. Richards, Jr., Esq., Dworken & Bernstein Co., LPA 153 E. Erie Street, Painesville, Ohio 44077 or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by registered or certified mail to such Unit Owner s Unit address or to such other address as may be designated by him from time to time in writing to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail except notices of change of address which shall be deemed to have been given when received and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant s Unit.

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

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

invitees or by reason of any neighboring property or personal property located on or about the Condominium Property or by reason of the failure to function or disrepair of any utility services (heat air-conditioning electricity gas telephone water or sewage) .

(L) 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.

(M) 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.

(N) 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 Clinton President of the United States of America and Al Gore Vice President of the United States of America.

(O) 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.

(P) 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.

(Q) 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.

IN WITNESS WHEREOF the said Sweet Brier Building Co. Declarant as aforesaid has caused its name to be signed to these presents as of this 25th day of July, 1996.

Signed and Acknowledged in the Presence of:

SWEET BRIER BUILDING CO.

David J. Richards, Jr.
[Signature of Witness]

BY: Kirk D. Betteley
Kirk D. Betteley, President

David J. Richards, Jr.
[Printed Name of Witness]

AND
BY: Patty A. Betteley
Patty A. Betteley, Vice President

Geraldine Henry
[Signature of Witness]

Geraldine Henry
[Printed Name of Witness]

[as to both]

STATE OF OHIO)
) SS.
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said county and State personally appeared the above-named SWEET BRIER BUILDING CO. by KIRK. D. BETTELEY, its President, and by PATTY A. BETTELEY, its Vice President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and their free act and deed personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal at Painesville, Ohio, this 25th, day of July, 1996.

David J. Richards, Jr.
Notary Public

DAVID J. RICHARDS, JR., Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.98 R. C.



This instrument was prepared by:

David J. Richards, Jr., Esq.
153 E. Erie Street
Painesville, Ohio 44077

EXHIBIT ONE
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SWEET BRIER CONDOMINIUMS

Legal Description of Phase I Property

**Description
Phase I
Sweet Brier
Condominium**

Being located in the Village of Madison, County of Lake and the State of Ohio, and being known as part of sublots 6 & 7 of the Lexington Reserve No. 1 Subdivision as recorded in Volume Y, Page 12 of the Lake County Records of Plats, and being further bounded and described as follows:

Beginning at a point on the northerly right-of-way line of Lexington Blvd., said point being located along the arc of a curve deflecting to the left a distance of 99.22 feet, having a radius of 330.00 feet and a chord which bears South 81° 15' 31" West a distance of 98.85 feet from the southeasterly corner of subplot 6 of said Lexington Reserve No. 1 Subdivision;

- COURSE I Thence North 6° 08' 25" East a distance of 101.37 feet to a point;
- COURSE II Thence South 83° 51' 35" East a distance of 87.00 feet to a point on the Easterly line of said subplot 6;
- COURSE III Thence North 0° 15' 53" West along the easterly line of said subplot 6 a distance of 121.31 feet to the northeasterly corner of said subplot 6;
- COURSE IV Thence South 89° 12' 48" West along the northerly line of said sublots 6 & 7 a distance of 104.23 feet to a point;
- COURSE V Thence South 6° 08' 25" West a distance of 223.76 feet to a point on the northerly right-of-way line of Lexington Blvd.;
- COURSE VI Thence North 69° 47' 00" East along the northerly right-of-way line of Lexington Blvd. a distance of 17.22 feet to a point;
- COURSE VII Thence along the northerly right-of-way line of Lexington Blvd., along the arc of a curve deflecting to the right a distance of 16.07 feet, having a radius of 330.00 feet and a chord which bears North 71° 15' 01" East a distance of 16.07 feet to the place of beginning and containing 0.3648 acres of land.

EXHIBIT TWO
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SWEET BRIER CONDOMINIUMS

**Additional Lands Which May Become Part of
Sweet Brier Condominiums**

**Description
Additional Lands
to
Phase I
Sweet Brier Condominiums**

Parcel 1 - Part of Sublot 6 of the Lexington Reserve No. 1 Subdivision.

Being located in the Village of Madison, County of Lake, and the State of Ohio and known as being a part of subplot 6 of the Lexington Reserve No. 1 Subdivision as recorded in Volume Y, Page 12 of the Lake County Records of Plats, and being further bounded and described as follows:

Beginning at the southeasterly corner of subplot 6 of the said Lexington Reserve No. 1 Subdivision;

- COURSE I Thence North $0^{\circ} 15' 53''$ West along the southerly line of subplot 6 of the said Lexington Reserve No. 1 Subdivision a distance of 76.48 feet to a point;
- COURSE II Thence North $83^{\circ} 51' 35''$ West a distance of 87.00 feet;
- COURSE III Thence South $6^{\circ} 08' 25''$ West a distance of 101.37 feet to a point on the northerly right-of-way line of Lexington Blvd.;
- COURSE IV Thence along the northerly right-of-way line of Lexington Blvd., along the arc of a curve deflecting to the right a distance of 99.22 feet, having a radius of 330.00 feet and a chord which bears North $81^{\circ} 15' 31''$ East a distance of 98.85 feet to the place of beginning and containing 0.1814 acres of land.

Parcel 2 - Part of Sublot 7, 8 & 9 of the Lexington Reserve No. 1 Subdivision.

Being located in the Village of Madison, County of Lake, and the State of Ohio and known as being a part of subplot 7, 8 & 9 of the Lexington Reserve No. 1 Subdivision as recorded in Volume Y, Page 12 of the Lake County Records of Plats and being further bounded and described as follows:

Beginning at the southwesterly corner of subplot 7 of the said Lexington Reserve No. 1 Subdivision;

- COURSE I Thence North $11^{\circ} 44' 41''$ West a distance of 54.00 feet to a point;
- COURSE II Thence North $4^{\circ} 52' 07''$ East a distance of 121.75 feet to the northeasterly corner of subplot 9 of the said Lexington Reserve No. 1 Subdivision;
- COURSE III Thence North $14^{\circ} 22' 34''$ East along the westerly line of subplot 7 of the said Lexington Reserve No. 1 Subdivision a distance of 74.90 feet to the northwesterly corner of the said subplot 7;
- COURSE IV Thence North $89^{\circ} 12' 48''$ East along the northerly line of said subplot 7 a distance of 76.27 feet to a point;
- COURSE V Thence South $6^{\circ} 08' 25''$ West a distance of 223.76 feet to a point on the northerly right-of-way line of Lexington Blvd.;

COURSE VI Thence South 69° 47' 00" West along the northerly right-of-way line of Lexington Blvd. a distance of 57.56 feet to a point;

COURSE VII Thence along the northerly right-of-way line, along the arc of a curve deflecting to the right a distance of 17.13 feet, having a radius of 270.00 feet and having a chord which bears South 71° 36' 02" West a distance of 17.12 feet to the place of beginning and containing 0.4479 acres of land.

Parcel 3 - Sublots 4 & 5 of the Lexington Reserve No. 1 Subdivision.

Being located in the Village of Madison, County of Lake, and the State of Ohio and known as being all of sublots 4 & 5 of the Lexington Reserve No. 1 Subdivision as recorded in Volume Y, Page 12 of the Lake County Records of Plats and being further bounded and described as follows:

Beginning at the northeasterly corner of subplot 5 of the said Lexington Reserve No. 1 subdivision;

COURSE I Thence South 0° 13' 00" East along an easterly line of said subplot 5 a distance of 122.86 feet to an angle point;

COURSE II Thence North 89° 14' 00" East along a northerly line of said subplot 5 a distance of 55.01 feet to an angle point;

COURSE III Thence South 0° 13' 00" East along an easterly line of said subplot 5 a distance of 113.10 feet to the southeasterly corner of subplot 5;

COURSE IV Thence North 89° 38' 30" West along the southerly line of said subplot 5 and the southerly line of subplot 4 of the said Lexington Reserve No. 1 subdivision, a distance of 256.86 feet to the southwesterly corner of said subplot 4;

COURSE V Thence North 0° 21' 30" East along the westerly line of said subplot 4 a distance of 179.84 feet to the northwesterly corner of said subplot 4;

COURSE VI Thence along the southerly right-of-way line of Lexington Blvd., along the arc of a curve deflecting to the left a distance of 39.07 feet, having a radius of 330.00 feet and having a chord which bears North 73° 10' 31" East a distance of 39.05 feet to a point;

COURSE VII Thence North 69° 47' 00" East along the southerly right-of-way line of Lexington Blvd. a distance of 74.78 feet to a point;

COURSE VIII Thence along the southerly right-of-way line of Lexington Blvd., along the arc of a curve deflecting to the right a distance of 94.25 feet, having a radius of 270.00 feet and having a chord which bears North 79° 47' 00" East a distance of 93.77 feet to the place of beginning and containing 1.121 acres of land.

Parcel 4 - 34.9361 acre parcel

Being located in the Village of Madison, County of Lake, and the State of Ohio and known as being a part of Harvey's Survey, Tract No. 1 in said Village and being further bounded and described as follows:

Beginning at a 5/8 inch rebar found at the southwesterly corner of the Lexington Reserve No. 1 Subdivision as recorded in Volume Y, Page 12 of the Lake County Records of Plats;

- COURSE I Thence North 89° 41' 31" West along the northerly line of land now or formerly owned by Harvey Hubbell by deed recorded in Volume 221, Page 906 of the Lake County Records of Deeds, a distance of 371.07 feet to a ¾ inch iron pipe found;
- COURSE II Thence South 0° 31' 29" East along the westerly line of land of said Harvey Hubbell a distance of 684.19 feet to a 1 inch pipe found at the southwesterly corner of land of said Harvey Hubbell;
- COURSE III Thence North 89° 27' 57" East along the southerly line of land of said Harvey Hubbell a distance of 34.32 feet to a ¾ inch pinch pipe found at the northwesterly corner of land now or formerly owned by the Euclid Electric & Manufacturing Co. by deed recorded in Volume 237, Page 356 of the Lake County Records of Deeds;
- COURSE IV Thence South 0° 32' 26" East along the westerly line of land of said Euclid Electric & Manufacturing Co. a distance of 89.46 feet to a ¾ inch pipe found at an angle point;
- COURSE V Thence South 23° 14' 26" West along the westerly line of land of said Euclid Electric & Manufacturing Co. a distance of 140.24 feet to a ¾ inch pipe found at the southwesterly corner of land of said Euclid Electric & Manufacturing Co.;
- COURSE VI Thence South 88° 42' 26" West along a northerly line of land now or formerly owned by the Village of Madison by deed recorded in Volume 58, Page 376 of the Lake County Records of Deeds and a northerly line of land now or formerly owned by Spray-Cure Co. by deed recorded in Volume 314, Page 252 of the Lake County Records of Deeds, a distance of 209.49 feet to a ½ inch pipe found at the southeasterly corner of land now or formerly owned by the Madison Village by deed recorded in Volume 659, Page 12 of the Lake County Records of Deeds;
- COURSE VII Thence North 1° 52' 13" East along a easterly line of land of said Madison Village a distance of 328.14 feet to an angle point;
- COURSE VIII Thence North 88° 20' 37" East along a southerly line of land of said Madison Village a distance of 88.40 feet to an angle point;
- COURSE IX Thence North 16° 49' 23" West along an easterly line of land of said Madison Village a distance of 116.70 feet to a ¾ inch pipe found at an angle point;
- COURSE X Thence North 1° 46' 23" West along an easterly line of land of said Madison Village a distance of 96.60 feet to a ¾ inch pipe found at the northeasterly corner of land of said Madison Village;
- COURSE XI Thence North 88° 32' 23" West along the northerly line of land of said Madison Village a distance of 262.93 feet to a ¾ inch pipe found at the northwesterly corner of land of said Madison Village;
- COURSE XII Thence South 0° 13' 53" West along the westerly line of land of said Madison Village a distance of 169.15 feet to a ¾ inch pipe found at a northeasterly corner of land of said Spray-Cure Co.;

- COURSE XIII Thence South $89^{\circ} 40' 03''$ West along the northerly line of land of said Spray-Cure Co. a distance of 508.43 feet to a $\frac{3}{4}$ inch pinch pipe found at the northwesterly corner of land of said Spray-Cure Co.;
- COURSE XIV Thence North $0^{\circ} 18' 33''$ West along the easterly line of land now or formerly owned by the Central Congregational Church of Madison a distance of 677.56 feet to a stone monument found at the southwesterly corner of land now or formerly owned by Nick J. & Jeanne R. Square by deed recorded in Volume 978, Page 579 of the Lake County Records of Deeds;
- COURSE XV Thence North $0^{\circ} 03' 47''$ West along the easterly line of land of said Nick Square a distance of 703.76 feet to a $\frac{5}{8}$ inch rebar found at the southwesterly corner of land now or formerly owned by Nick J. & Jeanne R. Square by deed recorded in Volume 978, Page 579 of the Lake County Records of Deeds;
- COURSE XVI Thence South $86^{\circ} 50' 59''$ East along the southerly line of land of said Nick J. & Jeanne R. Square Volume 978, Page 579 a distance of 515.19 feet to a $\frac{5}{8}$ inch rebar found at an angle point;
- COURSE XVII Thence North $89^{\circ} 16' 54''$ East along the southerly line of land of said Nick J. & Jeanne R. Square Volume 978, Page 579 a distance of 632.49 feet to a $\frac{5}{8}$ inch rebar found at the northwesterly corner of the said Lexington Reserve No. 1 Subdivision;
- COURSE XVIII Thence South $9^{\circ} 05' 51''$ West along the westerly line of sublots 15 & 16 of the said Lexington Reserve No. 1 Subdivision a distance of 245.20 feet to a $\frac{5}{8}$ inch rebar found at the northwesterly corner of subplot 17 of the said Lexington Reserve No. 1 Subdivision;
- COURSE XIX Thence South $32^{\circ} 56' 46''$ East along the westerly line of land of said subplot 17 a distance of 101.68 feet to a $\frac{5}{8}$ inch rebar found at the northwesterly corner of subplot 18 of the said Lexington Reserve No. 1 Subdivision;
- COURSE XX Thence South $0^{\circ} 21' 30''$ West along sublots 18, 19 & 20 of the said Lexington Reserve No. 1 Subdivision a distance of 263.27 feet to a $\frac{5}{8}$ inch rebar found at the southwesterly corner of said subplot 20;
- COURSE XXI Thence along the southerly line of land of said subplot 20, along the arc of a curve deflecting to the left a distance of 75.04 feet, having a radius of 370.00 feet and having a chord which bears South $83^{\circ} 49' 52''$ East a distance of 74.91 feet to a $\frac{5}{8}$ inch rebar found;
- COURSE XXII Thence South $89^{\circ} 38' 29''$ East along the southerly line of land of said subplot 20 a distance of 65.47 feet to a $\frac{5}{8}$ inch rebar found;
- COURSE XXIII Thence South $0^{\circ} 21' 31''$ West along the westerly right-of-way line of Lexington Blvd. of said Lexington Reserve No. 1 Subdivision a distance of 60.00 feet to a $\frac{5}{8}$ inch rebar found;
- COURSE XXIV Thence South $89^{\circ} 38' 30''$ East along the southerly right-of-way line of said Lexington Blvd. a distance of 8.23 feet to a $\frac{5}{8}$ in rebar found at then northwesterly corner of land of subplot 1 of the said Lexington Reserve No. 1 Subdivision;
- COURSE XXV Thence South $0^{\circ} 21' 30''$ West along the westerly line of land of said subplot 1 a distance of 170.20 feet to the place of beginning and containing 34.9361 acres of land.

Parcel 5 - 46.010 acre parcel

Being located in the Village of Madison, County of Lake, and State of Ohio, and known as being a part of Lot 7, Tract 2 in Madison Township and being further bounded and described as follows:

Beginning at a point in the Northerly line of the Penn-Central Railroad right-of-way where the same is intersected by the East line of said Tract 2;

- COURSE I Thence North along the easterly line to Tract 2 about 2090 feet to a northerly Corporation Line of Madison Village;
- COURSE II Thence westerly along said Corporation Line about 890 feet to a point on the westerly line of said Lot 7, Tract 2;
- COURSE III Thence southerly along the said Lot line about 2330 feet to a point on the Northerly right-of-way line of said Penn-Central Railroad;
- COURSE IV Thence northeasterly along the northerly right-of-way line of the said Penn-Central Railroad about 950 feet to the place of beginning, and containing about 46.010 acres of land.

Parcel 6 - 71.8 acre parcel

Being located in the Township of Madison, County of Lake and the State of Ohio and known as being a part of Lots 7 and 9 in Tract 2 and a part of Lot 2 in Tract 3 of said Township and being further bounded and described as follows:

Beginning at the intersection of the center line of Middle Ridge Road with the dividing line between land owned by Harry A. Felber, Sr., and conveyed to Jeanne Square by deed recorded in Volume 242, Page 38 of the Lake County Records of Deeds;

- COURSE I Thence along the center of Middle Ridge Road North $38^{\circ} 00'$ East a distance of 484.05 feet to an angle in said road;
- COURSE II Thence continuing along the center line of Middle Ridge Road North $78^{\circ} 55' 30''$ East a distance of 533.00 feet to the intersection thereof with the westerly line of land owned by Joseph and Barbara Nagy;
- COURSE III Thence along said Nagy's westerly line and the westerly line of land owned by Abe Wymer, which lines are also the easterly line of said Tract 2 and the Corporation line of Madison Village, South $1^{\circ} 59' 30''$ East a distance of 3370.95 feet to a stone monument, said course being also marked by an iron pipe stake on the south line of Middle Ridge Road;
- COURSE IV Thence along the northerly line of land owned by Helen K. Smeed and Bessie S. Kimball and the northerly line of land owned by Abel Kimball, which lines are also a Corporation line of Madison Village, South $87^{\circ} 36' 30''$ West a distance of 906.20 feet to an iron pipe stake on the easterly line of land owned by Andrew E. and Mary E. Kemery;

- COURSE V Thence along said Kemery's easterly line, which is also a Corporation line of Madison Village N 1° 44' West a distance of 1844.72 feet to an iron pipe stake at said Kemery's northeasterly corner;
- COURSE VI Thence along said Kemery's northerly line, which is also a Corporation line of Madison Village, South 88° 00' West a distance of 123.42 feet to an iron pipe stake at the southeasterly corner of above-mentioned Jeanne Square's Land;
- COURSE VII Thence along said Jeanne Square's easterly line North 1° 33' 30" West a distance of 1448.45 feet to the place of beginning, passing through an iron pipe stake 30 feet from the center of Middle Ridge Road, and containing 72.43 acres of land.

Excepting therefrom a parcel of land:

Being located in the Township of Madison, County of Lake, and the State of Ohio, and known as being a part of Lot 9, Tract 2 and Lot 4, Tract 3 and being further bounded and described as follows:

Beginning at a point in the centerline of Middle Ridge Road, said point being distant South 81° 04' 40" West along the center line of Middle Ridge Road 520.80 feet from its intersection with the easterly line of land conveyed to Nick J. and Jeanne R. Square by deed recorded in Volume 540, Page 479 of the Lake County Records;

- COURSE I Thence continuing along the center line of Middle Ridge Road South 81° 04' 40" West a distance of 12.20 feet to an angle point;
- COURSE II Thence North 89° 50' 40" West along said center line of Middle Ridge Road a distance of 105.00 feet to a point;
- COURSE III Thence South 0° 09' 20" West a distance of 230.00 feet to a point;
- COURSE IV Thence South 89° 50' 40" East a distance of 123.35 feet to a point;
- COURSE V Thence North 81° 04' 40" East a distance of 30.45 feet to a point;
- COURSE VI Thence North 8° 55' 20" West a distance of 230.00 feet to the place of beginning and containing 0.628 acres of land.

Parcel 7 - 56 acre parcel

Located in the Village of Madison, County of Lake, and the State of Ohio and being known as part of Madison Township Lots 1 and 2, Tract 3 and part of Lot 1, Tract 1, and known as being No. 1 of the survey lands of the heirs of the Elish Wood estate, and being further bounded and described as follows:

Beginning in the center of the north and south road leading from Madison to Genungs corners, at the northeasterly corner of land owned by the heirs of J.P. Shearer Estate;

- COURSE I Thence North 89° 30' West 30 chains, 54 links to the east line formerly owned by Grindell Rawson;
- COURSE II Thence North 40 chains, 8 links to the center of Middle Ridge Road;

- COURSE III Thence along the center of Middle Ridge Road North $81^{\circ} 15'$ East to the northwesterly corner of land conveyed to William C. Genung by deed recorded in Volume 6, Page 411 of the Lake County Records of Deeds;
- COURSE IV Thence southerly along the westerly line of land of said Genung a distance of 5 rods and 12 feet to the southwesterly corner of land so conveyed to Genung and the center of the ditch;
- COURSE V Thence easterly along the southerly line of land of said Genung and along the southerly line of land conveyed to Marie Wilson by deed recorded in Volume 229, Page 25 of the Lake County Records of Deeds, to the northwesterly corner of land conveyed to George Sekulich by deed recorded in Volume 305, Page 341 of the Lake County Records of Deeds;
- COURSE VI Thence southerly along the westerly line of land so conveyed to Sekulich to the southwesterly corner thereof;
- COURSE VII Thence easterly along the southerly line of land so conveyed to Sekulich and the same extended easterly to the center of Lake Street;
- COURSE VIII Thence southerly along the center of Lake Street to the place of beginning and containing about 121.265 acres of land.

Excepting therefrom two parcels of land deeded from Nick J. Square and Jeanne R. Square to the Clinic Land Associates, as recorded in Volume 899, Page 240 to 243 of the Lake County Records of Deeds and being further bounded and described as follows:

Except Parcel #1:

Beginning at a point at the intersection of the westerly side of Lake Street (60 feet wide) with the northerly line of subplot 9 in Square's Acres Subdivision No. 1;

- COURSE I Thence West along said northerly line of subplot No. 9 in Square's Acres Subdivision No. 1, 200.00 feet to a point;
- COURSE II Thence South along the easterly line of subplot 1 in Square's Acres Subdivision No. 3 as recorded in Volume N, Page 98 of the Lake County Records of Plats, 10.00 feet to a point;
- COURSE III Thence West along the southerly subdivision line of said Square's Acres No. 3, 499.46 feet to a point;
- COURSE IV Thence South $63^{\circ} 52' 20''$ West along said southerly subdivision line of said Square's Acres Subdivision No. 3, 66.04 feet to a point;
- COURSE V Thence South $48^{\circ} 40'$ West a distance of 260.00 feet to a point;
- COURSE VI Thence North $41^{\circ} 20'$ West a distance of 10.67 feet to a point;
- COURSE VII Thence South $48^{\circ} 40'$ West a distance of 200 feet to a point;

- COURSE VIII Thence South $41^{\circ} 20'$ East a distance of 129.16 feet to a point;
- COURSE IX Thence South $0^{\circ} 33' 10''$ East 617.04 feet to a point in the southerly line of land conveyed to Nick J. and Jeanne R. Square by deed recorded in Volume 379, Page 500 of the Lake County Records of Deeds;
- COURSE X Thence North $89^{\circ} 26' 50''$ East along the said southerly line of land so conveyed to Nick J. and Jeanne R. Square and the southerly subdivision line of Square's Acres Subdivision No. 1, 1020.00 feet to a point in the westerly line of Lake Street;
- COURSE XI Thence North along said westerly side line of Lake Street 1039.03 feet to the place of beginning and containing 23.628 acres of land.

Except Parcel #2

Being located in the Village of Madison, County of Lake and the State of Ohio and known as being a part of Tract 1 in said Village and further known as being a part of Square's Acres Subdivision No. 1 as recorded in Volume L, Page 13 of the Lake County Records of Plats as vacated by Ordinance # 38-1971 in said Village and being further bounded and described as follows:

Beginning in the center line of Lake Road at a point located 180.00 feet South as measured along the center line from the intersection point with the centerline of Deerfield Drive, said point also being the southeasterly corner of land of Anthony M. and Carol F. Serra as recorded in Volume 878, Page 860 of the Lake County Records of Deeds;

- COURSE I Thence West along the southerly line of land of said Serra Due West a distance of 30.00 feet to a point in the westerly line of Lake Road and the principal place of beginning of this description;
- COURSE II Thence west along the southerly line of land of said Serra, Due West a distance of 200.00 feet to a point in the easterly line of subplot No. 1 of Square's Acres subdivision No. 3 as recorded in Volume N, Page 98 of the Lake County Records of Plats;
- COURSE III Thence South along the east line of said subplot No. 1, Due South a distance of 10.00 feet to a point at the southeast corner of subplot No. 1;
- COURSE IV Thence West along the South line of said Square's Acres subdivision No. 3 Due West a distance of 264.09 feet to a point;
- COURSE V Thence by a line bearing Due South a distance of 465.00 feet to a point;
- COURSE VI Thence by a line bearing Due East a distance of 464.09 feet to a point in the west line of Lake Road;
- COURSE VII Thence along the West line of Lake Road Due North a distance of 475.00 feet to the principle place of beginning and containing 5.00 acres of land.

Further excepting that land which has been subdivided into Square's Acres Subdivisions No. 1, 2, and 3 as recorded in Volumes L-13, N-24 and N-98 respectively of the Lake County Records of Plats.