

AUBURN KNOLLS CONSOLIDATED CONDOMINIUM

North Canton, Ohio

DECLARATION OF CONDOMINIUM OWNERSHIP

(Reflecting all Amendments thereto through and including October 16, 2019)

Dated: August 1, 2021

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This Declaration is made by Auburn Knolls Realty Corp., an Ohio corporation, hereinafter called "Declarant", and the condominium unit owners described in "Exhibit A", hereinafter called "Existing Unit Owners";

WITNESSETH:

WHEREAS, the Existing Unit Owners are the owners of the property hereinafter described in "Exhibit B", hereinafter called "Parcel 1" and further described in the Drawings, attached hereto as Exhibit F, and which property has previously been submitted from time to time, to the Condominium Act of the State of Ohio known as Chapter 5311 of the Ohio Revised Code (the "Act"); and

WHEREAS, Declarant is the owner of the real estate described in "Exhibit C", hereinafter called "Parcel 2"; and

WHEREAS, the Existing Unit Owners, without removing their respective ownership interests in their respective existing condominium from the provisions of the Act, desire (with the consent of their respective mortgagees) to transfer and consolidate their present condominium ownership interests in their respective existing condominiums into one form of condominium ownership for their joint benefit to be known as "Auburn Knolls Consolidated Condominium" to establish for their joint benefit and for the mutual benefit of all future owners, mortgagees, or occupants of Parcel 1 certain easements and mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance of said property and to require that the occupants shall hold their interests in Parcel 1 subject to the conditions, rights, easements, privileges and restrictions of public record and as hereinafter set forth in this Declaration, as well as the Bylaws and Articles of Incorporation of Auburn Knolls Consolidated Condominium Association, a true copy of which Bylaws is attached hereto as Exhibit "D" and made a part hereof as though fully rewritten herein at length; and

WHEREAS, Declarant desires to provide for the right and option to submit all or part of Parcel 2, together with the buildings and improvements constructed or to be constructed thereon, in various phases, to the provisions of the Act after this Declaration is filed for record with the Stark County Recorder;

NOW, THEREFORE, the Existing Unit Owners and Declarant hereby declare as follows:

ARTICLE I: DEFINITIONS

1. Definitions:

The terms used herein and in the Bylaws shall have the meanings stated in the Act, or as defined in the preamble clauses above, or as follows, unless the context otherwise requires or specifies:

- A. "Additional Property" - means the land described in Exhibit C (also known as Parcel 2) which land or portions thereof may be added to the Condominium Property from time to time in the future.
- B. "Association" – Auburn Knolls Consolidated Condominium Association is a nonprofit Ohio corporation acting as an organization of all the Unit Owners for administering the Condominium Property subject to this Declaration and which is more fully described in subsequent Articles in this Declaration.
- C. "Board" - the Board of Managers of the Association as the same may be constituted from time to time.
- D. "Buildings" - means all of the structures presently constructed on Parcel 1 as set forth in the Drawings; provided, however, when buildings have been added to the Condominium Property pursuant to the Provisions of Article XV hereof, the term "Buildings" shall also include all of any such buildings.
- E. "Bylaws" - the Bylaws of the Association, an exact and true copy of which is attached hereto as "Exhibit "D", and made a part hereof.
- F. "Common Areas and Facilities" - all parts of the Condominium Property except the Units as more fully described and designated in Article V hereof.
- G. "Common Assessments – means assessments charged proportionately against all Units for common purposes.
- H. "Common Expenses" – means those expenses designated as Common Expenses in the Bylaws, and the Act and/or as may be declared by the Association, from time to time, which expenses may or may not include, but may not be limited to:
 - i. all sums lawfully assessed against the Unit Owners by the Association;
 - ii. expenses of administration, repair and replacement of the Common Areas and Facilities and maintenance of said Facilities; and

- iii. reserves for future replacement and rehabilitation of Common Areas and Facilities.
- 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 exceeds Common Expenses.
- L. “Condominium Property” – means Parcel 1; Parcel 1 Buildings and all other improvements thereon; all easements, rights and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, when all or portions of the Additional Property have been added to this Condominium Property pursuant to the provisions of Article XV hereof, the portions of the Additional Property which are so added and the Buildings thereon and all other improvements thereon; all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.
- M. “Declaration” – this instrument and all exhibits attached hereto and amendments hereto as provided in Article XV.
- N. “Drawings” – the drawings previously filed for record in the Stark County Recorder’s Office and described in Exhibit B, or when amended pursuant to Article XV hereof, as so amended.
- O. “Existing Condominiums” – the condominiums named in Exhibit B, including the recordation information for each Declaration and amendments thereto.
- P. “Exhibits” – all exhibits attached to the Declaration are made a part hereof as if fully rewritten herein at length.

- Q. "Limited Common Areas and Facilities" – those parts of the Common Areas and Facilities reserved for use of a certain unit to the exclusion of all other Units and designated as Limited Common Areas and Facilities in Article VI.
- R. "Map" – a replica of the area comprising the Existing Condominium and Additional Property; attached hereto as "Exhibit F".
- S. "Mortgages" – a person having a mortgage lien levied against a Unit and recorded with the Stark County Recorder, including mortgages of Existing Condominium Units.
- T. "Occupant" – person or persons, natural or artificial, other than the Unit Owner in possession.
- U. "Ownership Interest" – a Unit and the undivided interest in the Common Areas and Facilities appurtenant thereto.
- V. "Rules" – the rules and regulations governing the operation and use of the Condominium Property as may be adopted from time to time by the Board.
- W. "Unit" – that part of the Condominium Property more fully described in Article IV hereof.
- X. "Unit Owner" – any person who owns a Condominium Unit including Existing Unit Owners.
- Y. "Parcel 1 Buildings" – means the structures and other facilities constructed on Parcel 1.
- Z. "Parcel 2 Buildings" – means the structures and other facilities which are constructed or may be constructed by Declarant on the Additional Property, from time to time, pursuant to the provisions of Article XV hereof.
- AA. "Phase" – the Condominium Property as presently constituted or any particular portion thereof which may be hereafter added pursuant to the provisions of Article XV hereof.
- BB. "Community Association" – means the Auburn Knolls Community Association, an Ohio corporation not for profit of which the Association is a member and which owns, maintains and administers private roadways and other facilities serving the condominium and its members pursuant to a certain Declaration of

Easement, Covenants and Restrictions effecting Parcels 1 and 2 and are recorded in Volume 4, Page 267, et seq., of the Stark County Records.

ARTICLE II: CONSOLIDATION AND ESTABLISHMENT OF CONDOMINIUM OWNERSHIP

By the execution of this Declaration, the Existing Unit Owners hereby:

- A. consolidate, transfer and submit their respective interest in Parcel 1 and the Existing Condominiums, including all buildings, improvements, easements, rights and appurtenances belonging thereto, to a newly formed condominium regime as created by this Declaration under and pursuant to the provisions of the Act. The Condominium Property is hereby divided into 36 separately designated and legally described freehold estates and one freehold estate hereinafter described as "Common Areas and Facilities"; and
- B. terminate all of their respective interests in and to the Existing Condominiums, described in Exhibit B.

ARTICLE III: NAME

The Condominium Property shall be known as Auburn Knolls Consolidated Condominium.

ARTICLE IV: DESCRIPTION OF PROPERTY AND UNITS

1. General Description of Condominium Property:

Until amended as provided in Article XV hereof, the Condominium Property consists of Parcel 1 and the Parcel 1 Buildings and other improvements located thereon. The residential buildings, and their designations, the detailed description of the Units and their designations, the principal materials of which the buildings and units are constructed are all set forth in the Condominium Documents, previously filed for record and described in Exhibit B, attached hereto. The layout, location, designation, and dimensions of all Units are set forth on the Drawings. Any inconsistencies between the narrative descriptions of the Units as set forth in the documents described in Exhibit B and the Drawings shall be resolved in favor of the Drawings.

2. Description of Units:

Each unit shall constitute a freehold estate and shall consist of the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces of the perimeter walls, the upper surface of the basement floors and the lower surface of the ceiling of the highest

level of each Unit (regardless of the materials) projected, if necessary, by reason of structural division such as interior walls, floors, ceilings, and other partitions as may be necessary to form a complete enclosure of space with respect to such Unit, all as shown on the Drawings. Without limiting the generality of the foregoing, each Unit shall include:

- A. any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, or ceilings including, but not limited to, paint, lacquer, varnish, wallpaper, tile and paneling;
- B. the receptacle and switch plates or covers within the bounds of the Unit;
- C. the space occupied by any Common or Limited Common Areas and Facilities located within the bounds of the Unit, but shall not include any Common Areas and Facilities located within the bounds of such Unit; and
- D. all nonstructural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits.

Except with respect to any of the Common Areas and Facilities located within the bounds of the Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of any undivided interest of the Common Areas and Facilities in the percentage hereinafter expressed. No Unit Owner shall, by deed, plat or otherwise, subdivide, or in any other manner, cause his Unit to be subdivided into tracts, parcels or units smaller than the whole Unit as shown on the Drawings.

Each Unit has a direct exit to a public street or to a Common Area or Facility or easement leading to a public street.

ARTICLE V: COMMON AREAS AND FACILITIES

1. Description:

Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of all part of the Condominium Property except the Units and shall include, but not be limited to, foundations, roofs, gutters, downspouts, exterior lighting fixtures, installations of central services such as outside lighting, sewer lines, cold water lines for each building, yards, surface parking areas, roads, walks, and storage spaces for rubbish disposal and all repairs and replacements of any of the foregoing.

2. Ownership of Common Areas and Facilities:

The Common Areas and Facilities shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as specifically provided in the Act, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Units shall be owned by two (2) or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary judicial partition of such Unit Ownership as between such co-owners.

Until amended as provided in Article XV, the percentage of interests in the Common Areas and Facilities of each Unit has been determined by Declarant and the Existing Unit Owners in accordance with the provisions of Chapter 5311.04 of the Act based on the proportion that the square footage each Unit bears to the aggregate square footage of all the Units on the date this Declaration is filed for record. If Additional Property is added to the Condominium Property then the percentage of interest herein shall be adjusted in accordance with the provisions of Article XV hereof.

The percentage of ownership interest of each Unit Owner is set forth in "Exhibit B".

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with such respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

Except as provided in Article XV hereof, the undivided percentage of interest of the Unit Owners may not be amended without the unanimous consent of all Unit Owners and their mortgagees.

J. The Use of Common Areas and Facilities:

Each Unit Owner shall have the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit, provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof.

ARTICLE VI: LIMITED COMMON AREAS AND FACILITIES AND EXCLUSIVE USE
AREAS

1. Limited Common Areas:

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of:

- A. all structural interior walls and one half (1/2) of any wall separating one Unit from the other, doors (including the entrance door to each Unit and all hardware attached thereto), floors, ceilings, skylights, if any, and rafter ceilings located within the bounds of a Unit, excluding structural and component parts thereof;
- B. all ducts and heating and air conditioning equipment, systems and control devices located within or outside the bounds of each Unit but which serves only such Unit;
- C. all gas, electric, television lines or antennas, sewer, water or other utility or service lines, parts, wires and conduits located within the bounds of such Unit and which serve only such Unit;
- D. patios, balcony or balconies, one or more stoops, if any, and any concrete pads or decks for the placement of central air conditioning equipment which serve only such Unit;
- E. all glass and screens within window and door frames within or attached to the perimeter walls of each Unit;
- F. all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit;
- G. all patios, decks, and other items that serve a Unit or Units and are approved by the Board of Directors of the Auburn Knolls Consolidated Condominium Association provided that a drawing created in accordance with Section 5311.07 of the Ohio Revised Code is prepared and filed for record in the Official Records of the Stark County Recorder's Office together with an affidavit executed by the President or Vice President of the Auburn Knolls Consolidated Condominium Association certifying that the Board of Directors granted the necessary approval. Any costs incurred by the Board of Directors in connection with any procedure that is based on this provision, shall be paid

by the Unit Owner within thirty (30) days of the date of invoice for such costs. If the invoice is not timely paid, such amount shall automatically become an assessment against the subject Unit and such assessment shall be due automatically on the first day of the month following the thirtieth day after the invoice date. All such invoices shall be sent to the address of the subject Unit via delivery or regular U.S. mail.

No Unit Owner, however, shall decorate, paint, or otherwise adorn any patio, balcony or deck in any manner contrary to the rules unless he shall first obtain the written consent of the Board and the painting of any deck or balcony shall be performed by the Association as though they were Common Areas. Further, the Unit Owner shall not decorate or apply any finishing material to the exterior surface of any door except that the Unit Owner may clean the interior and exterior surfaces of any window or glass which is part of the door.

2. Exclusive Use Areas:

Each Unit Owner is hereby granted an exclusive license to use and enjoy such Exclusive Use Areas as the Association may allocate to such owner; provided, however, that the Association may, at any time and from time to time, revoke such license and reassign the use of such areas in accordance with such standards as it may establish from time to time. All expenses paid by the Association which are attributable to an exclusive use area shall be assessed directly to the Unit Owner to whom the exclusive use area has been granted and such charges shall be considered as part of the Unit Owners assessment and subject to the provisions of Article X of this Declaration.

ARTICLE VII: ASSOCIATION

1. Condominium Association:

Declarant shall cause to be formed an Association for the administration of the Condominium Property to be called the Auburn Knolls Consolidated Condominium Association which shall be a nonprofit Ohio corporation. Each Unit Owner shall be a member of the Association, including Unit Owners in Parcel 2 or any part thereof if this Declaration is amended in accordance with Article XV, which membership shall terminate upon the sale or other disposition by such member of his Unit at which time the successor Unit Owner shall become a member of the Association. The Association shall be governed by the Bylaws which may be amended from time to time as therein provided.

The Association shall be established not later than the date the Declaration is filed for record with the Stark County Recorder. Except in its capacity as a Unit Owner of unsold condominium ownership interests, the Declarant shall not retain a property interest in any of the Common

Areas and Facilities. Until the first meeting of Unit Owners is called in accordance with Article I, Section 5(A) of the Bylaws, and members of the Board of Managers are elected from owners other than the Declarant or its agents in accordance with Article III, Section 3 of the Bylaws, the Declarant or persons designated by it may appoint and remove members of the Board and other officers of the Association, and may assert any other rights granted in Section 5311.08(D) of the Act subject, however, to the obligations, conditions and limitations set forth in Section 5311.08(D) of the Act.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws and each Unit Owner and occupant shall comply with the provisions of this Declaration, the Bylaws and Rules and the decisions and resolutions of the Association with the understanding that failure to comply with any such provisions, decisions, or resolutions shall be the grounds for an action for damage or for injunctive relief.

ARTICLE VIII: AGENT FOR SERVICE OF PROCESS

The Board will designate the person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE IX: GENERAL PROVISIONS AS TO UNITS IN COMMON AND LIMITED AREAS AND FACILITIES

1. Easements:

The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity, and shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and their respective heirs, devisees, administrators, executors, personal representatives, successors, nominees, Directors and assigns of any of the foregoing persons.

A. Encroachments:

If by reasons 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 that Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for such encroachments and the maintenance of any such encroachments 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. Notwithstanding the foregoing sentence, the Board of Directors of the Auburn Knolls Consolidated Condominium Association shall have the right to authorize modifications, changes, and/or enlargements to a condominium unit that would encroach into common areas. Such approved encroachments shall automatically be granted an easement as provided for in this paragraph and the construction giving rise to the Owner to prevent the creation of an easement. Any costs incurred by the Board of Directors in connection with any procedure that is based on this provision, shall be paid by the Unit Owner within thirty (30) days of the date of invoice for such costs. If the invoice is not timely paid, such amount shall automatically become an assessment against the subject Unit and such assessment shall be due automatically on the first day of the month following the thirtieth day after the invoice date. All such invoices shall be sent to the address of the subject Unit via delivery or regular U.S. mail.

B. Right-of-Way, Utility and Support Easements:

Every portion of a building or utility easement and line or any improvements or any portion of the property contributing to the support of another building, utility easement and line, improvement, or other portion of the Condominium Property, shall be burdened with an easement of support for the benefit of all other such buildings, portions thereof, utility easements and lines, improvements and other portions of the Condominium Property. Each Unit shall be subject to such easements of access as may be necessary for the maintenance, repair or replacement of any Common Areas and Facilities or the operation of the buildings in which such Unit is located and shall be specifically subject to such easements as may be necessary for the installation, maintenance, operation, repair, removal, or replacement of any pipes, ducts, wires, conduits, television lines or antennae, or structural components in the interior walls or ceilings of such Units and/or for the purposes of sewer and water facilities in the floor of each Unit. In this respect, easements are hereby granted in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, electric power and other utilities now or hereafter existing within the walls and/or other portions of the Condominium Property and further, for the use of television antennae on the roofs or other areas comprising the Common Areas and Facilities subject to prior approval by the Association as hereinafter provided. There is further reserved for the Declarant, the Association, the Management Company, or their

respective contractors, agents and employees, the use of the outdoor faucets of Units for the purpose of watering yard and planting beds.

C. Reserved Easements:

Easements are hereby reserved in favor of Declarant and its successors or assigns (including all future Unit Owners) over and under the land comprising the Condominium Property (as the same may be expanded from time to time) for the benefit of Parcel 2, or any part thereof, jointly and severally, but limited to the extent that such rights have been utilized and may hereafter be utilized only for the exclusive benefit of the Unit Owners or the Condominium Property, but shall have no validity for purposes of benefiting any property not part of the Condominium to:

- i. install, use, maintain, repair and replace pipes, wires, conduits, or other utility lines, water, storm and sanitary sewer, gas, electric, telephone, and television lines and services and appurtenances thereto;
- ii. traverse by motor vehicle or otherwise over all common roadways and walkways as a means of ingress and egress to a dedicated road;
- iii. to establish the grade on each Parcel or any portion thereof with each other Parcel or any portion thereof and for necessary access over each parcel to construct the Parcel Buildings and other improvements on each parcel or any portion thereof.

D. Future Easements to Others:

Such easements as Declarant and/or the Association, if the same has been formed, from time to time may hereafter grant to others on behalf of the Unit Owners of the Condominium Property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wires over, under and along any portion of the 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 its or their expense, restore the Common Areas and Facilities to the same condition as existed prior to this installation of any such utility improvements. Each Unit Owner and his respective mortgagee, by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints Declarant, or the Association, if the same has been formed, his attorney-in-fact, coupled with an interest, to execute,

acknowledge and record for and in the name of each Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

E. Existing Easements:

Such easements are easements which have been granted by or to Declarant or its predecessors in title by or to the Existing Owners or to third parties and which have been duly recorded with the County Recorder prior to the filing of this Declaration.

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 in such easements.

The Association, on behalf of the Unit Owners, may hereafter grant, amend or release easements, and any obligations incident thereto, relating to the Condominium Property or any part thereof; provided, however, if Declarant retains ownership in any Unit or any part of the Condominium Property, then the Association may only so act if it first obtains the written consent of the Declarant to any such act.

2. Management, Maintenance, Repairs and Replacement of Common Areas and Facilities:

A. Condominium Instrument Requirements:

i. General:

The Condominium Act requires that certain information be provided in the Condominium instruments. Much of such information is provided elsewhere in the Condominium organizational documents and in other documents. However, the following data is set forth to insure that the Unit Owners have been properly informed.

ii. Deposits:

Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale, or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If in the case of any such sale, a deposit or down payment of \$2,000.00 or more is held for more than 90 days, interest at the rate

of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or by the buyer.

iii. Association Control:

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

iv. Limited Warranty:

The following are the limited warranties (and limitations thereon) which the Declarant gives to a buyer of a Unit from it, at the time the sale of the Unit to the buyer is closed.

a. Units:

Except as provided in subparagraph c, below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a default in material or workmanship, that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record.

b. Common Areas and Facilities:

The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or

necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.

c. Appliances, etc.:

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

d. Extended Warranties:

The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

e. Limitations:

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

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

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

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

(5) Any request for service must be sent in writing to the Declarant at such address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyer's request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

f. Other Rights:

This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

v. Declarant's Obligations:

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

a. Responsibility of the Association:

The management, maintenance, repair and replacement of the Common Areas and Facilities shall be the responsibility of the Association, but the Association shall, unless otherwise agreed in writing by seventy-five percent (75%) of the Unit Owners and their respective mortgagees, engage a professional independent management company to discharge such responsibilities. Such delegation shall be evidenced by a management contract which shall not exceed two (2) years in duration and which shall provide for the payment of reasonable compensation to said managing agent as a common expense. Said agreement shall also provide that the management contract may be terminated for cause on thirty (30) days' written notice. Upon the expiration of the initial term, the management contract may be renewed by its terms or otherwise from time to time for successive periods, no one of which terms shall exceed two (2) years. The Declarant may, after this Declaration is filed, cause a contract to be entered into with a management agent in accordance with the conditions hereof except that such contract shall provide that it may be terminated by the Association at any time after one (1) year

subsequent to the assumption of control of the Association by the Unit Owners in accordance with Article VII hereof. The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions of the Common Areas and Facilities located within the bounds of a Unit; excluding, however, the interior surfaces of any perimeter walls, floors, doors, and ceilings and the surfaces of any interior walls which are a part of the Common Areas and Facilities and other portions of the Common Areas and Facilities within its bounds, the responsibility of a Unit Owner under any other provisions of this Declaration. Nothing herein contained shall be deemed to impose any contractual liability on the Association for the maintenance, repair, or replacement of the Common Areas and Facilities or any portion thereof, but the Association's liability shall be limited to damages resulting from negligence.

b. Responsibility of Unit Owner:

The responsibility of each Unit Owner shall be as follows:

- (1) to maintain, repair and replace, at his expense, all portions of his Unit and all internal installations of such Unit such as appliances, heating, plumbing, air conditioning, and electrical fixtures and installations located within the Unit bounds and not constituting a part of the Common Areas and Facilities;
- (2) to maintain, repair and replace, at his expense, all structural portions of the Limited Common Areas and Facilities designated for his use including patios, decks and/or courtyards and fences, subject to any Rules or Regulations of the Association;
- (3) to repair and replace, at his expense, any doors and windows of his Unit and constituting a part of the Common Areas and Facilities that may be damaged or broken unless otherwise covered by insurance carried by the Association;
- (4) not to unreasonably disturb other Unit Owners in the performance of the responsibilities set forth in this Declaration;

(5) not to paint or otherwise finish or decorate or change the appearance of any portion of the buildings not within the bounds of the Unit, without the prior written consent of the Association;

(6) to report promptly to the Association or its managing agent any defect or need for repairs of which he has knowledge, the responsibility of the remedying of which is with the Association;

(7) not to make any alterations in any portions of the buildings which are to be maintained by the Association or to 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 buildings without prior written consent of the Association;

(8) to pay the Unit's proportionate share (as determined in the sole discretion of the Board) of all costs or utility services furnished to his Unit for which he is not billed directly;

(9) not to impair or obstruct any easement without the prior written consent of the Association and of any other person for whose benefit such easement exists; and

(10) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules.

Each Unit Owner agrees to maintain, repair and replace, at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own or his occupant's acts or neglect, or by the act or neglect of any tenant, guest, invitee or servant of such Unit Owner or occupant.

c. Construction Defects:

The obligation of the Association and of the Unit Owners to repair, maintain, or 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

materials or workmanship in the construction of the Condominium Property.

d. Effect of Insurance or Construction Guarantee:

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

ARTICLE X: COMMON EXPENSES AND ASSESSMENTS

1. Common Profits and Common Expenses:

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against the Unit Owners by the Association according to the percentage of interest in the Common Areas and Facilities of their respective Units as heretofore set forth in Article V(2). Each Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit. Any Common Surplus at the end of any fiscal year shall be applied to the Association's Reserve Account.

2. Community Association Expenses:

Any fees or charges levied against the Condominium by the Auburn Knolls Community Association shall be divided by the number of Units in the Association and assessed against the Unit Owners. Such charges shall not be considered a common expense of the Association, but shall be considered as part of the Unit Owners assessment hereunder and subject to the provisions of this Article X.

3. Declarant's Obligation to Pay Common Expenses and Assessments:

In accordance with the requirements of Section 5311.25(F) of the Act, Declarant will assume the rights and obligation of a Unit Owner for all Units not sold to third parties including, without limitation, the obligation to pay those Common Expenses charged to Unit Owners from and after the date this Declaration is filed for record. Nothing contained in this subparagraph shall be construed to prohibit payment by the Association to Declarant for sums expended by Declarant for improvements, repairs, alterations, maintenance, insurance and other expenses incurred by Declarant pertaining to the Common Areas and Facilities and Limited Common Areas and Facilities of the Condominium Property. Conversely, nothing contained herein shall prohibit Declarant from paying all the then designated Common Expenses thereby eliminating any immediate need for Unit assessments.

4. Payments:

All assessments unless otherwise provided for herein or otherwise designated by the Board shall be annual assessments, but may be paid in monthly installments so long as said installments are paid when due. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest, but all sums not paid on or before ten (10) days when due, plus collection cost (as hereinafter defined), shall bear interest at the rate of twelve percent (12%) per annum or \$25 per month, whichever is greater (or the maximum permitted by the Veterans Administration, FHA or any other governmental or insurance agencies if said agencies are involved in any Unit Owner's mortgage) from the date the assessment payment first becomes due. If any installment of any assessment is not paid on or before thirty (30) days after the same shall become due, the Board of Directors shall notify in writing the first mortgagee of said Unit and may declare the balance of the entire annual assessment as to the delinquent Owner then due and payable as if so originally assessed; provided, however, that these provisions shall not apply to Declarant for delinquent assessments on unsold Units owned by Declarant. In addition to the remedies hereinafter set forth, the Board of Directors may also, in their sole discretion, discontinue any and all services (including central utilities) to the Unit owned by any Unit Owner which may be included as part of the Common Expenses who fails to pay his assessment within thirty (30) days after the same has become due and payable. Further, the delinquent Unit Owner shall reimburse the Association, immediately upon demand, for any and all charges, costs, damages, expenses, and fees (including legal fees) incurred by the Association in enforcing or collecting payment of the assessments (hereinafter called "Collection Costs").

The Association will credit payments made by a Unit Owner in the following order of priority:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;

- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (d) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

5. Lien for Assessment:

The Association shall have a lien upon each Unit Owner's ownership interest for the payment of all assessments levied by the Association against such Unit which remains unpaid for ten (10) days after the same had become due and payable, including Collection Costs, the accumulation of interest thereon. Said lien shall be effective from and after the time of recording a certificate therefor with the County Recorder of Stark County, Ohio. The Certificate of Lien shall set forth the description of the Unit, the name or names of the Unit Owner or Owners, the amount due and the date when due. Such Certificate and claim of lien shall be executed and verified by an officer of the Association or by a managing agent of the Association. Said lien shall remain valid for a period of five (5) years from the time of filing thereof 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 all or any part of such lien as hereinafter provided. Such lien shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of the Association lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Owner of the Unit shall be required to pay a reasonable rental for the use of the Unit and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also bring a suit to recover money judgment for the unpaid assessments, accumulated interest, and Collection Costs without waiving the lien securing the same, it being understood that the Unit Owner shall be personally liable for any unpaid and outstanding obligations against his Unit.

The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

6. Statement of Unpaid Expenses:

Any prospective grantee or mortgagee of an ownership interest may request, in writing, a written statement from the Board of managing agent of the Association setting forth the amount of unpaid assessments, accumulated interest and Collection Costs with respect to the unit ownership to be sold or encumbered. Upon receipt of said request, the Board and/or agent shall, within ten (10) days after such request, furnish such a statement. In the case of a sale of any ownership interest, no grantee shall be liable for nor shall any ownership interests be subject to

a lien for any unpaid assessments, accumulated interest, and Collection costs which become due prior to the date of the making of such request and which are not set forth in such statement. In the case of the creation of any mortgage, any lien of the Association which become due prior to the date of the making of such request shall be subordinate to such mortgage if such unpaid assessments, accumulated interest and Collection Costs are not set forth in the statement.

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

8. Liability for Assessments upon Voluntary Conveyance:

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments, accumulated interest, and Collection Costs against the latter up to the time of transfer without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor except as may be provided in subparagraph 4 above or in the event of a deed in lieu of foreclosure as hereinafter provided for. A Unit Owner shall be liable for all assessments made while he is the Owner of a Unit, and no Unit Owner shall be liable for any such assessments made after he ceases to be the Owner of the Unit.

The Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

9. Liability for Assessments by Purchaser from Foreclosure Sale:

Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the assessment lien or lien filed prior to the assessment lien, or where a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to the acquisition of title in the manner above provided. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Unit Owners including such acquirer, its successors and assigns, and shall be

levied against said parties at the time of the first assessment next following the acquisition of title by such person. It is understood, however, that the Association does not waive any right which it may have to collect said unpaid assessment, accumulated interest, and Collection Costs from the Owner of the Unit at the time said assessment was incurred.

ARTICLE XI: RESTRICTIONS AS TO USE AND OCCUPANCY OF CONDOMINIUM PROPERTY

1. Restrictions:

The covenants and restrictions hereinafter set forth as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and occupant.

2. Purpose of Property:

No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Designated "garage areas" may not be converted into "living areas". 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 as may hereinafter be provided.

3. Lawful Use:

No immoral, improper, or offensive or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental authorities which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

4. Hazardous Use and Waste:

Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities or on any other Unit on or in the Condominium Property or contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Areas and Facilities which will result in the cancellation of insurance on the Common Areas and Facilities or other Units on the Condominium Property or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

5. Obstruction of Common Areas and Facilities:

There shall be no obstruction of nor shall anything be stored in the Common Areas and Facilities excluding those areas designated for parking of vehicles or for the location of central waste disposal containers or other uses authorized by the Association. There shall be no storing in the Common Areas and Facilities (for a period greater than eight (8) hours) of any trucks, buses recreational vehicle, trailers, house trailers, boats, boat trailers or the like without the specific consent, in writing, granted by the Board and in no event shall any such items obstruct the use of the Common Areas by other Unit Owners, nor shall there be any storing of unlicensed or inoperable vehicles of any kind.

6. Exterior Appearances:

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Unit or in any Limited Common or Common Areas (except as hereinafter provided) and such Common Areas and/or Limited Common Areas shall be kept free and clear of rubbish, debris, or other unsightly material. Nothing shall be hung or displayed on the outside wall of any living Unit and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without the prior written consent of the Board. If the Board may so desire, it shall designate areas which may be utilized by the occupants for hanging clothes, sheets, blankets and other articles outside to dry, but in no event shall such articles be left outdoors overnight or on Saturdays or Sundays. Unless otherwise determined by the Board, all front windows will have white curtains or drapes or drapes with white lining.

No planting or gardening shall be done except in Limited Common Areas, unless otherwise approved by the Board, and no fences, hedges, or walls shall be erected except those installed in accordance with the initial construction of the building or are approved by the Board or its designated representative.

7. Animals and Pets:

Unless otherwise determined by a vote of sixty percent (60%) of the voting power of the Unit Owners, no animals, rabbits, livestock, fowl or poultry of any kind shall be raised or bred or kept in any Unit or in the Common Areas and Facilities, except that a dog or cat, or other household pets, may be kept in the Units subject to the Rules and provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding anything herein or in the Rules to the contrary, any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Board or Managing Agent.

8. Nuisances:

No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Further, there shall be no playing lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas and Facilities not within the bounds of the Unit or within the bounds of the Limited Common Areas of each Unit except in accordance with the Rules.

9. Impairment of Structural Integrity of Building:

Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities or Limited Common Areas and Facilities which would impair the structural integrity or structurally change any of the buildings. Nothing shall be altered, constructed, or removed from or added to the Common Areas and Facilities or Limited Common Areas and Facilities except as provided in this Declaration without the prior written consent of the Association and, further, nothing shall be done which would or might jeopardize or impair the safety or soundness of the Common or Limited Areas and Facilities.

10. Prohibited Activities:

No industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained, or permitted on any part of the Condominium Property except for such limited profession or business use as the Board or the Declarant, upon application of an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium Property (such as the creation of additional traffic or excessive parking, noise, odor, etc.) and as may be allowed by local ordinances; provided, however, the Declarant as the Owner of an Units which have not been sold (a Unit is not "sold" until a deed for the Unit has been filed for record with the appropriate county recorder) may make such use of the Condominium Property on a rent-free basis (provided that Declarant is not in default of payment or otherwise under the terms of the first mortgage on the Condominium Property) until all Units therein are sold by Declarant and as may facilitate the completion of any construction for such sale, including without limiting the generality of the foregoing, the right to enter all Units, Common Areas and Facilities, Limited Common Areas and Facilities for construction purposes, the right to store materials, the right to show the property, the right to display signs, the right to use one or more Units owned by Declarant for business or promotional purposes, including clerical activities, sale offices and model units in connection with the original sale or other disposition of any Unit.

11. Signs:

No "For Sale" or "For Rent" signs or other types of displays or advertising of any nature shall be maintained or permitted on any part of the Common or Limited Common Areas and Facilities or Units. The right is reserved to Declarant or his agent to place "For Sale" or "For Rent" signs or other promotional signs, designations, or materials in connection with any unsold or unoccupied Units it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the Owner of a Unit and to the Association as to any Unit which it may own. In any other cases, after Declarant has conveyed all its Units to be constructed hereunder, permission must be first obtained from the Board before any such sign may be displayed.

12. Rental of Units:

Subject to any current Unit Rental which shall be grandfathered, provided the Unit Owner advises the Board of such, rentals of Units shall not be permitted. In the event this restriction is held unenforceable, the current provisions of Paragraph 12 shall apply.

No Units shall be rented by the Unit Owner for transient or hotel purposes. For purposes of this provision, a "transient or hotel purpose" shall be defined as a rental for a period of less than one hundred eighty (180) days or rental to an occupant wherein customary hotel services such as furnishing of laundry and linen and room service is maintained. Other than the foregoing, Unit Owners shall have the right to lease their respective Units provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws and Rules and any occupant shall be subject to all of said Regulations and Rules as though the occupant were the Unit Owner. Nothing herein contained shall permit a Unit Owner to be relieved from any duties or responsibilities or obligations hereunder because his Unit is occupied by a third party.

The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules and Regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the owner of the Unit. The Association, as the Unit Owner's agent, will bring such action in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

13. Owner/Resident Information:

Each Unit Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all Occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Unit Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

ARTICLE XII: INSURANCE

1. Authority to Purchase:

All insurance policies upon the Condominium Property except as hereinafter provided shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interest may appear. All of said policies shall provide:

- A. For the issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any.
- B. That the insurer waives its right of subrogation against Unit Owners, occupants, and the Association.
- C. That the improvements to Units made by Unit owners shall not affect the valuation for the purposes of such casualty insurance coverage as described hereinafter under Association coverage of the buildings and all other improvements upon the land.

Such policies and copies of all endorsements shall be deposited with the Insurance Trustee (hereinafter provided for) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. The Association agrees for the benefit of the Unit Owners and each Unit Mortgagee that it shall pay the premiums for the casualty insurance hereinafter required to be carried by the Association at least thirty (30) days prior to the expiration date of such policy and such premiums shall be assessed as a Common Expense. Each policy shall further provide that coverage thereunder shall not be terminated for nonpayment of premiums without at least ten (10) days' written notice to each Unit Owner or Mortgagee. A Mortgagee may collect from its mortgagor said mortgagor's respective portion of the insurance premiums, but shall remit said amount to the Association for the payment of the total insurance premium when it becomes due. Within ten (10) days after an insurable casualty, all Unit Owners or Mortgagees shall receive notice of such casualty if the estimated claim shall exceed Five Thousand Dollars (\$5,000.00).

2. Association Insurance Coverage:

The buildings and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value.

Condominium Association coverage includes replacement costs of like kind and materials of the building(s) and/or structure(s) as described in Declaration Articles IV and VI, as set forth and recorded describing layout, location, designation and dimensions of each unit; all as shown on the Drawings.

A. Without limiting the generality of the foregoing, each unit or structure described; includes but is not limited to:

(1) Completed additions and all existing interior walls, structural or nonstructural and one half (1/2) of any wall separating one unit from the other with all trim and finishing material applied or affixed to the interior surfaces of the perimeter walls, and all space between interior walls, floors, and ceilings including all cabinets, shelving, wallpaper, paint, lacquer, varnish, tile, carpeting, paneling and etc.

(2) Permanently installed fixtures, machinery and equipment for all the space occupied by structural or nonstructural walls and all space between interior walls occupied by structural and components parts for heating, air conditioning systems, control devices as well as all utility services involving gas, electrical, sewer, water or any other utility service finished parts of pipes, wire and conduits within bounds of each unit.

(3) Indoor/outdoor fixtures including but not limited to all components of lighting, windows, doors, patios, decks, balconies or stoops attached to perimeter walls as well as any and all concrete construction which serves any such unit.

(4) All other fixtures, improvements and alterations that are considered permanently installed as a part of the building or structure such as those used for ventilating, security, communication or housekeeping.

In addition, such coverage shall grant protection against the following;

A. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

B. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use as the buildings including, but not limited to, vandalism, wind storm, hail, water back-up from sewers or drains, damage, and malicious mischief if the estimated claim shall exceed Ten Thousand Dollars (\$10,000.00).

The policy providing such coverage shall provide that notwithstanding any provision thereof which gives the carrier an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercised in cash of the termination of the condominium as provided for in this Declaration or pursuant to the provisions of the Act.

The Association shall further inure itself, any managing agent, the Unit Owners and their respective families, agents, tenants, guests, employees, officers, Directors of the Association and all persons lawfully in possession or control of any part of the condominium Property, against liability for personal injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about, of arising from or relating to the Common Areas and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness, or death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one accident. Such insurance is not required to insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

3. Unit Owner's Insurance:

Each Unit Owner must obtain insurance at his own expense, affording coverage upon his personal property and for his own personal liability or as may be required by law and may obtain any additional casualty insurance at his own expense upon any improvements to his Unit made by him in which he would have an insurable interest in excess of the insurable replacement value in the casualty insurance policy purchased by the Association to the extent of the limitations hereinafter identified. Each insurance policy, however, shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such insurance for the Association and shall contain the same waiver of subrogation as that referred to in subparagraph 1(B) above.

A. Without limiting the generality of the foregoing, each Unit Owner shall be responsible for his personal property which is representative of items included but is not limited to:

(1) All personal property regarding furniture, all household goods, clothing, jewelry, entertainment or computer equipment, window treatments, lamps, appliances, as well as all other personal decorations or accessories including any and all procured personal use items.

4. Insurance Trustee – Distribution of Proceeds:

All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interest may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as Trustee, with trust powers which will accept and assume the responsibility and provisions hereinafter set forth. Said Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for distribution in accordance with the terms and conditions hereinafter set forth and for the benefit of the Association Unit Owners and their respective mortgagees.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

ARTICLE XIII: RECONSTRUCTION OR REPAIR OF DAMAGE

1. Responsibility for Reconstruction or Repair:

A. Unit Owner's:

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after the casualty.

B. Association's:

If any part of the Common Areas and Facilities shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided unless such damage rendered one half (1/2) or more of the Units untenable and the Unit Owners, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, as well as the consent of the seventy-five percent (75%) of the first mortgagees, based upon one (1) vote for each mortgage owned, elect not to reconstruct or repair such damaged part, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then with thirty (30) days thereafter. Any such reconstruction or repair shall be substantially in accordance with the Drawings. Further, in all other instances except as set forth in subparagraph (A) above, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the aforementioned election is held and it is determined that the damage shall not be reconstructed or repaired, then all of the Condominium Property shall be subject to an action for sale as one entity. Said sale shall be negotiated and consummated by the Board with prior approval of seventy-five percent (75%) of the voting power and seventy-five percent (75%) of the first mortgagees, based upon one vote for each mortgage owned. The net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to the respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

2. Procedure for Reconstruction or Repair:

A. Estimates of Cost:

Immediately after a casualty damage to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain firm contract bids from at least three (3) reliable contractors for the cost to place the damaged property in a condition as good as that before the casualty. All bids shall require the contractor to deposit with the Association a performance and completion bond in the full amount of the contract price which must be issued by a corporate surety company authorized to do business in the State of Ohio and satisfactory to the Association; provided, however, if Declarant is the Owner of any Units and/or is constructing buildings which may be added to the Condominium in the future pursuant to Article XV hereof, then Declarant, if it is the successful bidder, shall not be required

to obtain any such bonds. In addition, the cost may be increased by the Association to include professional fees and the Insurance Trustee's fees as the Board of Directors deems necessary.

B. Special Assessments:

If the proceeds of the insurance policies are not sufficient to defray the estimated cost of reconstruction and repair by the Association including the aforesaid fees, one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payments of such costs and such assessments shall be deposited with the Insurance Trustee. All such assessments against the Unit Owners shall be in proportion to their Ownership interests as set forth in Article V hereof or as may be amended.

C. Disbursement of Construction Fund:

The Association shall then deposit with the Insurance Trustee the contract, bonds and the proceeds of the casualty insurance collected and heretofore referred to and the sums deposited with the Insurance Trustee by the Association from collections of special assessments as aforescribed. Said money shall constitute a construction fund which shall be disbursed by the Insurance Trustee for the payment of the cost of reconstruction and repair of the areas and facilities for which the Association is responsible to reconstruct and repair and said payment shall be made from time to time as work progresses, but not more frequently than once in any calendar month. The Trustee shall not accept for disbursement any sums less than an amount to pay in full the contract price for repair plus estimated fees. The Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request signed by the contractor, a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association. If there is no architect in charge of work, the contractor and two officers of the Association shall be required to execute said certificate. The certificate shall set forth the following:

- i. that the sum then required has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate and the contract for the performance of such work;

- ii. that except for the amounts stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the persons signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialman's or similar lien arising from such work;
- iii. that the cost as estimated by the persons signing the certificate of work remaining to be done after the date of the certificate does not exceed the amount of the construction fund remaining in the hands of the Directors after payment of the sum requested; and
- iv. the contractor shall also issue a "Sworn Statement of Original Contractor" in accordance with Section 1311.04 of the Ohio Revised Code with each certificate.

It shall not be presumed that the first moneys disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds and if there be a balance in any construction fund after the payment of all of the costs of the reconstruction, repair and fees for which the fund is established, such balance shall be disbursed to the Association. In the event the Unit Owners contributed any moneys as a special assessment for the project, such Unit Owners shall be reimbursed on a pro rata basis to the extent of the moneys so contributed. Any excess balance shall be applied to the Association's Reserve Account. The above procedure pertaining to disbursement of construction funds through a Trustee as herein described can be waived by unanimous agreement of the Board, provided the cost of construction and repair does not exceed the sum of Ten Thousand Dollars (\$10,000.00). In such event, the Board may act as disbursing agent based upon appropriate contractor lien release. If the Board determines not to fund through a Trustee and the amount of construction exceeds Five Thousand Dollars (\$5,000.00), then any such changed method of disbursement must receive the approval of Unit Mortgagees.

D. Certification to Proceed with Work:

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

E. Insurance Adjustments:

Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Units.

F. Repair of Unit by Owner:

Unless the Unit Owners elect not to restore the damage in accordance with paragraph 1.B of this Article, each Unit Owner shall repair and restore that portion of his Unit not required to be covered under the casualty insurance required to be carried by the Association.

G. Encroachments:

Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of any reconstruction or repair shall not constitute the basis for a claim or proceeding by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction or repair was either substantially in accordance with the plans and specifications or with the building when originally constructed. Such encroachment or encroachments shall be allowed to continue in existence for so long as the building and/or Units stand.

ARTICLE XIV: REHABILITATION OF EXISTING BUILDING

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 same renewed and rehabilitated. In such event, any Unit Owner who does not vote for such renewal and rehabilitation may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVIII hereof.

ARTICLE XV: ADDITIONS TO CONDOMINIUM PROPERTY

The Declarant hereby expressly reserves for a period of seven (7) years from the date this Declaration is filed for record, the right and option to expand the Condominium Property without further consent of any Unit Owners. The Declarant further reserves the right and option to renew said right to expand for an additional seven (7) year period provided said option is exercised six (6) months prior to the expiration of the original seven (7) year term and a majority of the Owners, outside of Declarant, consent to such extension. There are no circumstances

that will terminate this option prior to the expiration of the aforesaid seven (7) year period, nor are there any limitations on Declarant's option to expand the Condominium Property.

The Additional Property (Parcel 2), together with the buildings and other improvements to be constructed thereon (the "Additional Property Buildings"), and all easements, rights and appurtenances belonging thereto, and all personal property existing for the common use of the Unit Owners, through exercise of this option, may be submitted to the provisions of the Act and thereby added to the Condominium Property. There are no limitations as to the portions of Parcel 2 that may be added to the Condominium Property and such portions or phases may be added at different times without any limitations as to the portions of Parcel 2 or regulating the order in which such portions may be added from time to time from Parcel 2 to the Condominium Property.

Further, there are no restrictions or limitations as to the improvements or the location of any improvements that may be made to or on any portion of Parcel 2, except such improvements may include storm and sanitary sewers, water, electric, telephone, television, and other utility lines, walkways, drives and landscaping all of which may be necessary to properly serve any portion of Parcel 2 which may be added to the Condominium Property.

The Buildings constructed on Parcel 2 shall not contain more than 60 Units or a density of more than 8 Units per acre. Although the Declarant anticipates that the additional Buildings constructed on any portion of Parcel 2 will be compatible with the Buildings on the Condominium Property in terms of quality of construction and principal materials to be used and may be compatible in architectural style, the Additional Buildings need not be compatible with the Parcel 1 Buildings with respect to the foregoing. All Units constructed on Parcel 2 shall be occupied and used only for private residential purposes, except for such limited professional and business use as the Board or the Declarant upon application of an Owner, from time to time, may authorize as being compatible with the residential character of the Condominium and except for use by Declarant prior to the sale as provided in this Declaration.

The Declarant further reserves the right to create Limited Common Areas and Facilities within the portions of Parcel 2 added to the Condominium Property. The Declarant reserves the right to determine types, sizes and maximum number of such Limited Common Areas and Facilities in each portion so added.

Upon each exercise by Declarant of the option to expand the Condominium Property, Declarant, in accordance with Section 5311.051 of the Act, shall execute and file for record an amendment to this Declaration which shall allocate and reallocate percentages of interest in the Common Areas and Facilities of the Condominium Property appertaining to each Unit of the Condominium Property. Such allocation or reallocation shall be based upon the same formula as previously used and more fully described in Article V of this Declaration.

The Declarant reserves the right to assign its rights to expand the Condominium Property to any successor of the Declarant who stands in the same relationship to the Condominium Development as Declarant.

ARTICLE XVI: AMENDMENT OF DECLARATION

Except as otherwise provided in this Declaration (including Article IX) and the Act, this Declaration may be amended upon the filing for record with the Recorder of Stark County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by either Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Areas and Facilities as set forth in Article V, paragraph 2 hereof, or by the President or Vice president and the Secretary or Assistant Secretary of the Association together with an affidavit by said officers that the amendment has received the written approval of the Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Areas and Facilities. In the case of an amendment pursuant to Article XV hereof, such amendment shall be executed by the Declarant as required by the Act. All amendments must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. All amendments except those made pursuant to Article IX must contain an affidavit by the President of the Association or the President or Vice President of Declarant, as the case may be, that a copy of the amendment has been mailed by certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit ownership. Except as hereinabove provided, with respect to amendments as provided in Article IX hereof, no amendment shall have any effect, however, upon Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide first mortgagees until the written consent of 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 his certification in the instrument of amendments as to the consent or nonconsent of Declarant and the number of the consenting and nonconsenting mortgagees of the various Units (based upon one (1) vote for each mortgage owned) may be relied upon by all persons for all purposes.

Declarant shall have the right, exercisable in its sole discretion at any time during the seven (7) year period following the date this Declaration is filed for record, to amend the Declaration and/or the Bylaws in such respects as Declarant may consider necessary, convenient or appropriate, for the purpose of complying with any regulations of (i) the Federal Home Loan Mortgage Corporation (as such regulations may be amended periodically), (ii) Federal National Mortgage Association (as such regulations may be amended periodically), (iii) complying with any regulations of any federal or state governmental agency or instrumentality (as such regulations may be amended periodically), or for curing any ambiguity, inconsistency or formal or minor defect or omission in this Declaration and/or said Bylaws, and/or effecting any other change(s) not adverse

to the owners of Units or to the holders of mortgages encumbering the Units. Declarant, on its own behalf, as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves and reserves unto itself, and each Unit Owner and his mortgagees, by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, and each mortgagee consenting to the Declaration thereby and hereby covenants to, approves and acknowledges the reservation of Declarant's right to amend this Declaration in the manner provided herein, and all such mortgagees, Unit Owners and their respective mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

Notwithstanding anything contained herein to the contrary, this Declaration cannot be amended without first receiving seventy-five percent (75%) approval of the first mortgagees (based upon one (1) vote of each mortgage owned) wherein said amendment would:

- A. Seek to abandon or terminate the Condominium.
- B. Change the pro rata interest or obligations of any Condominium Unit as set forth in Article V(2) for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Unit and appurtenant real estate and any improvements thereon which are owned by the Unit Owners in undivided pro rata interest (except as provided in Article XV and this Article as the same pertain to "Additional Property").
- C. Partition or subdivide any Condominium Unit.
- D. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements or property excluding easements for public purposes consistent with the intended use of the Common Areas and Facilities.
- E. Amend this Article of the Declaration so that the above changes can be effectuated without the approval of the first mortgagees.

ARTICLE XVII: REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER
5311

Anything in the Act to the contrary notwithstanding, the Unit Owners, by the affirmative vote of those entitled to exercise not less than ninety percent (90%) of the voting power, may elect to remove the Condominium Property from the provisions of the Act. Any Unit Owner who does not vote for such removal may elect to receive the fair market value of his ownership interest,

less the amount of any liens and encumbrances thereon, in accordance with the provision of Article XVIII hereof so long as all other requirements of the Act are satisfied. Prior to the removal of the Condominium Property from the provisions of the Act, all liens and encumbrances, except taxes and assessments not yet due and payable, must be paid in full or consent of any lien holder to the action of the Unit Owners must be secured in writing and in recordable form. A certificate of any such election as herein set forth shall be executed by the President and Secretary of the Association and filed with the County Recorder. Such certificate shall set forth the names and addresses of each consenting lien holder. Prior to the filing of such certificate, each nonconsenting lien holder must be paid and its respective lien discharged of record.

ARTICLE XVIII: PROCEEDINGS CONCERNING DISSENTING OWNERS

Any Unit Owner who is entitled to notice of a meeting called to act upon any of the matters mentioned in Article XIV and Article XVII hereof and who does not vote in favor of such matters shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his ownership interest as of the date such vote is taken, less the amount of any liens and encumbrances thereon. Such Unit Owner, in order to become entitled to such receipt, shall serve a written demand therefor upon the President or other chief officer of the Association within five (5) days after receiving notice of such vote. The Unit Owner shall specify in said demand his name and address, the Unit of which he is the owner and with respect to which such demand is made, the amount claimed by him as constituting such value, the amount of such liens and encumbrances thereon and the names and addresses of the holders thereof. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the Association, within fifteen (15) days after the service of such written demand, so notify the Unit Owner and make a counteroffer of a different amount as the fair market value of the ownership interest as to which demand has been made in compliance herewith. The fair market value of the ownership interest shall be the demand made by the Unit Owner if he has complied with the provisions of this Article, or the Association as aforesaid has made a counteroffer of a different amount than the amount specified in such demand, then said counteroffer shall be the fair market value unless either the Board and the Unit Owner at any time within twenty (20) days after the service of such demand or counteroffer, whichever is later, agree upon a different amount or either the Unit Owner of the Association within said twenty (20) day period serves a written notice on the other that he or it desires that the determination of the fair market value of such Unit shall be made by a Board of Appraisers. In such case, the fair market value shall be determined by the majority vote of a Board of three (3) appraisers, one of whom shall be appointed by the Board and the other whom shall be appointed by the Unit Owner and the two appointed appraisers shall appoint a third appraiser. Each appointment shall be made five (5) days after receipt by the other party of the aforesaid notice, to have the ownership appraised and the third appointment by the two appraisers chosen by the parties shall be appointed within five (5) days after the two appraisers are appointed. The cost of appraisal shall be borne equally by the parties. The

fair market value, determined as above provided, for such ownership interest less the amount of any liens and encumbrances thereon as above provided shall be paid to the Unit Owner in return for conveyance of his ownership interest, subject to any liens and encumbrances thereon, to the President or chief officer of the Association as Director for all of the Unit Owners. Thereafter, the liens and encumbrances shall be immediately paid unless otherwise agreed to by the mortgagees or other lien holders. Such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not elected to receive the fair market value of their Units, shall be made within thirty (30) days after the fair market value of the ownership interest becomes fixed as aforesaid.

ARTICLE XIX: REMEDIES FOR BREACH OF COVENANTS AND RULES

1. Abatement and Enjoinment:

If any Unit Owner or any occupant of a Unit shall violate any rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right in addition to any rights provided by law or hereinafter set for in subparagraph 2 of this article to:

A. Enter into any unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof or hereof, and the Association or its agents shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy, by appropriate legal proceedings either at law or in equity, the continuance of any breach.

2. Involuntary Sale:

If any Unit Owner, either by his conduct or the conduct of any occupant of his Unit, shall violate any covenant or provision herein or in the Bylaws contained or any rule adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) days period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of ten (10) days' prior written notice to the Unit Owner and his first mortgagee to terminate the rights of such Unit Owner or occupant to continue as a Unit Owner or occupant and to continue to occupy, use or control his Unit, and thereupon, a legal action may be filed by the Association against such Unit Owner or occupant for a decree of mandatory injunction against said Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having an interest in the ownership interest of such Unit Owner, which consent shall not be unreasonably withheld, a decree declaring the termination of the right of such Unit Owner or

occupant to occupy, use, or control the Unit owned or occupied by him and ordering that all the right, title, and interest of the Unit Owner or occupant in his ownership interest or interests therein shall be sold (subject to any liens and encumbrances thereon) 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 or occupant from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorney fees and all other expenses of the proceeding, and all such items shall be taxed against such Unit Owner or occupant 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, may be paid to the Unit Owner or occupant. Upon the confirmation of such sale, the purchaser thereat shall, subject to the rights and privileges of the Board provided in Article XX, thereupon be entitled to a conveyance of ownership interest or interests therein and to immediate possession of the Unit so conveyed and may apply to the court for a writ for the purpose of acquiring such possession and it shall be a condition of such sale, and the decree shall so provide, that the purchaser shall take the interest in such ownership interest or interests therein subject to this Declaration.

3. Enforcement Assessments:

The Board has the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with Chapter 5311, impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the Rules of the Association, and reasonable charges for damage to the Common Elements.

4. Suspended Rights:

When a Unit Owner is delinquent in the payment of assessments for more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right to the Occupants to use the recreational facilities.

ARTICLE XX: SALE OF OWNERSHIP PROPERTY

1. Maintenance of Community Interest:

In order to maintain a community of congenial residents and thus protect the value of the Units and in order to assure the financial ability of each Unit Owner to pay assessments made against him, the sale of any Units by any Owner other than the Declarant shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner covenants to observe. In this respect, any decisions made by the Board or the Association shall never be predicated on race, color, creed, or national origin.

2. Sale of Unit:

No Unit Owner may dispose of his unit ownership or any interest therein by sale without approval of the Association as hereinafter set forth; provided, however, that the sale of a Unit by Declarant or by a mortgagee who has acquired title to same due to default by its mortgagor shall be exempt from the provisions of this Article XX and shall have the right to sell said Unit directly to a purchaser without first complying with the terms and conditions of this Article XX. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice shall be accompanied by an executed copy of the proposed contract to sell. If the notice to the Association is not given, then at any time after receiving knowledge of a transaction or event in which the ownership was sold, the Association, at its election and without notice, may approve or disapprove the sale transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

3. Certificate of Approval:

Within fifteen (15) days after receipt of such notice and information pertaining to the sale of the Unit, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association or said certificate may be executed by the Manager.

4. Disapproval:

If the proposed sale transaction is disapproved the Association within said fifteen (15) day period after receipt of the information and notice, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit Owner's Unit and the Unit Owner must sell the Unit to the Association upon the following terms:

- A. The price to be paid by the Association shall be that price stated in the disapproved contract.
- B. The purchase price shall be paid in the manner and subject to the conditions of such agreement or, at the election of the Association, shall be paid in cash.
- C. The sale shall be closed within sixty (60) days after the delivery or mailing of said agreement to purchase.

D. If the Association shall fail to purchase or shall default in its agreement to purchase, the proposed transaction submitted by the Unit Owner shall be deemed to have been approved by the Association and a certificate of approval shall be issued as heretofore provided.

5. Consent of Voting Members:

The Board shall not exercise any option hereinabove set forth to purchase any ownership interest unless it shall have been authorized to do so by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association. The Board may bid and purchase at any sale an ownership interest or interests therein which is sold pursuant to an order or direction of a court upon the prior authorization of the Unit Owners as aforesaid which authorization shall set forth the maximum price which the Board is authorized to bid and pay for said ownership interest or interests therein.

6. Financing of Purchase:

A. Acquisition of any ownership interest or interests therein under this Article shall be made from the reserve for contingencies and replacements and for the account of consenting Unit Owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion in which his percentage of interest in the Common Areas and Facilities bears to the percentage of interest in the Common Areas and Facilities of all consenting Unit Owners, which assessment shall become a lien and be enforceable as a lien for Common Expenses.

B. The Board, in its discretion, may borrow money to finance the acquisition of any ownership interest pursuant to the terms of this Article provided that no financing may be secured by any encumbrance on or hypothecation of any portion of the Condominium Property other than the ownership interest or interests therein to be acquired.

7. Title to Acquired Property:

Ownership interests acquired pursuant to this Article shall be held of record in the name of the President or Secretary of the Association as Trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the Unit Owners consenting to the participation in such acquisition. Said ownership interest or interests therein shall be sold or leased by the Board for the benefit of such Unit Owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the Board may determine for the account of such consenting Unit Owner.

ARTICLE XXI: CONDEMNATION

1. Entire Taking:

In the event all of the Common Areas and Facilities are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly proportioned to each Unit Owner's respective percentage of interest in the Common Areas and Facilities.

2. Partial Taking:

In the event of a partial taking of the Common Areas and Facilities, this Condominium shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authority is excluded from this Declaration. The share in the Common Areas and Facilities of the Condominium by the Unit Owners which remains shall be redistributed amount the remaining Unit Owners in proportion to their respective prior interest in the Condominium. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damage to their respective Unit and, in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Areas and Facilities and/or damage to the residual of the Common Areas and Facilities shall be paid to the Association and distributed to individual Unit Owners and their mortgagees jointly as determined by three (3) reputable real estate appraisers (who shall be members of the Master Appraisers Institute or the Society of Real Estate Appraisers), two of whom shall be appointed by the Board and the third of whom shall be appointed by the first two appraisers. The appraisers shall render written instructions to the Board allocating the total award to the Units in such proportion as they in their sole discretion determine to be the damage caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE XXII: MISCELLANEOUS PROVISIONS

1. Action without Meeting:

Any action which may be authorized or taken at a meeting of the Unit Owners or of the Board, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the Unit Owners or all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any action which is required to be filed with the Recorder of Stark County shall recite that the authorization of taking such action was in writing or writings approved and signed as specified in this Article.

2. Declarant's Rights Pending Sale of Units:

Until such time as Declarant is required to call the first meeting of the Unit Owners in accordance with Article I, Section 5(A) of the Bylaws, the Declarant may exercise the powers, rights, duties and functions of the Association and the Board including, without limitation, the power to determine the amount of and to levy special assessments and assessments for Common Expenses.

3. Notices of Mortgagees:

Any Unit Owner who mortgages his ownership interest or interests therein shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation, or other alteration in the status of such mortgages. The Association shall maintain such information in its working records.

4. Copies of Notices to Mortgage Lender:

Except as otherwise required in the Declaration, upon written request to the Board, the holder of any duly recorded mortgage on an ownership interest or interests therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose ownership interest or interests therein is subject to such mortgage, and shall be notified by the Association, in writing, of any default in the performance or obligations under the condominium documents by the Unit Owner whose ownership interest is subject to such mortgage when and if said default is not cured within thirty (30) days from incurring same. Further, if applicable, the Board shall automatically give the Federal Home Loan Mortgage Corporation (c/o Servicer) notice, in writing, of any loss to or the taking of the common elements of the Condominium Property if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

5. Books and Records:

During normal working hours and upon forty-eight (48) hours' prior notice, any Unit Owner or holder of a duly recorded mortgage of an ownership interest in the Condominium shall have a right to examine the books and records of the Association at such location designated by the Association or managing agent.

6. Covenants Running with the Land:

Each Unit Owner by the acceptance of a deed of conveyance from Declarant accepts the same subject to all restrictions, conditions, covenants reservations, liens and charges and the

jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were cited and stipulated at length in each and every deed of conveyance.

7. Termination:

Upon the removal of the Condominium Property from the provisions of the Act, all easements, covenants, and other rights, benefits, provisions and positions and obligations declared herein to run with the land or any ownership interest or interests therein shall terminate and be of no further force or effect.

8. 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.

9. Severability:

The invalidity of any covenant, restriction, condition, or limitation of any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity and enforceability or effect of the rest of this Declaration.

10. Liability:

Neither the Declarant nor any subsidiary of the Declarant, employee, agent, successor or assign of the Declarant or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of any action performed pursuant to or in accordance with any authority granted or delegated to him or it or any of them by or pursuant to this Declaration or in the capacity of the Declarant or any such subsidiary as developer, Unit Owner, Managing Agent, or seller of the Condominium Property or any part thereof, whether or not such claim shall be asserted by any Unit Owner, occupant, the Board, the Association, or by any person or entity claiming by or through any of them or shall be on account of personal injury or property damage however caused. 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, occupant, the Board, the Association, the

Managing Agent, or the respective agents, employees, guests, tenants, invitees, and servants or by reason of the failure to function or disrepair of any utility services, including, without limitation, heat, air conditioning, electricity, gas, water, sewage and light, except as may otherwise be guaranteed or warranted by Declarant.

11. Insufficiency of Insurance:

In the event the insurance affected by the Association or Managing Agent on behalf of the Unit Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right to contribution from the other Unit Owners according to their respective percentage of interest in the Common Areas and Facilities.

12. Interpretation:

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium development.

13. Perpetuities and Restraints on Alienation:

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) any rule against perpetuities or any analogous statutory provision; (b) any rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limitations, then such provision shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of Ronald Wilson Reagan, President of the United States.

14. Ratification of Additions to Units and Limited Common Area:

The Board of Directors of the Auburn Knolls Consolidated Condominium Association shall have the right to ratify and approve the creation of additional limited common area and additions to the Units that were made prior to the approval of this Twenty-first Amendment. In order to so ratify and approve the additional limited common area and additions to Units, a drawing in compliance with Ohio Revised Code Section 5311.07 shall be prepared showing the Unit additions and limited common area additions and it shall be filed in the Official Records of the Stark County Recorder together with an affidavit executed by the president or Vice President of the Auburn Knolls Consolidated Condominium Association certifying that the Board of Directors granted the necessary approval. Any costs incurred by the Board of Directors in

connection with any procedure that is based on this provision, shall be paid by the Unit Owner within thirty (30) days of the date of invoice for such costs. If the invoice is not timely paid, such amount shall automatically become an assessment against the subject Unit and such assessment shall be due automatically on the first day of the month following the thirtieth day after the invoice date. All such invoices shall be sent to the address of the subject Unit via delivery or regular U.S. mail.

IN WITNESS WHEREOF, Auburn Knolls Realty Corp. has executed this instrument by its duly authorized officers this 18 day of DECEMBER, 1938 and the space for day and year next to these RESERVING WORDS.

signed in the presence of:
Raymond D. Dwyer
A. Dwyer

AUBURN-KNOLLS REALTY CORP.
by Thomas A. Dwyer
and Raymond Dwyer

STATE OF OHIO :
COUNTY OF CUYAHOGA : SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Auburn Knolls Realty Corp., a corporation formed pursuant to the laws of the State of Ohio, by Thomas A. Dwyer, its PRESIDENT, and Raymond Dwyer, its SECRETARY, known to me, who acknowledged that they did sign the foregoing Declaration and that the same is the free act and deed of said corporation and the free act and deed of them individually and as such corporate officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, Ohio, on 28 day of DECEMBER, 1938.

Alfred R. Mays
Notary Public
ALFRED R. MAYS, ATTORNEY AT LAW
Notary Public-State of Ohio
My Commission Expires No. 147 CS R.C.
Section 147.CS R.C.



EXHIBIT A

There are Five (5) Ohio Condominiums being consolidated hereunder known as:

1. Bently North Condominium
2. Bently South Condominium
3. Cord Place Condominium
4. Magnolia West Condominium
5. North Cord Place Condominium

The name of each Condominium Owner and the name and number of each owner's condominium unit under the condominiums being consolidated hereunder as well as the unit number under this Auburn Knolls Consolidated Condominium:

	<u>Unit No.</u>	<u>Consolidated Unit No.</u>
Bently North		
Ervin & Marie Wilkof	15	15B
Janet V. Cable	13	13B
Ralph & Eillen Welshimer	17	17B
Stanley & Charlotte Greenwald	42	42L
Bently South		
John H. & Rose Marie Sisler	G	14B
Leonard & Harriet Narens	E	16B
Adrienne Gonzalez	F	18B
Thomas & Barbara Petry	A	34B
Rena Stein	B	36B
Marion Knipfer	C	38B
Fred & Laura Tabacchi	D	40B
Cord Place		
Daniel & Clarice Reines	33	33A
Rodney & June Covey	35	35B
John & Barbara McVey	10	10L
John & Carol VanAbe	12	12L

Kong & Young Jeun Magnolia West	44	44L
Richard Barati	10	10A
Jerry & Norma Hontas	12	12A
Arthur & Lois Leb	14	14A
Robert & Rosemary Mang	24	24A
Gene & Rosalee Hatfield	26	26A
Micky & Nancy Miller	28	28A
Clavert & Edith Batton	30	30A
Norman Reiter	32	32A

EXHIBIT B

The following is the legal description for Parcel 1 which consists of each unit in each of the five condominium being consolidated hereunder:

EXHIBIT C

The legal description hereinafter set forth is the legal description of Parcel 2 which is the description of the entire consolidated condominium property less the existing units described in Exhibit B as Parcel 1.

Situated in the City of North Canton, County of Stark, and State of Ohio, and known as being North Canton City Lots 5673, 5674, 5675, 5676, 5678, 5579, 5680, and 5681, as shown upon the record plat of "Auburn Knolls Plat" as recorded in Plat Book 51, page 12 of the Stark County Plat Records.

Excepting from the above said Lots 5673, 5674, 5675, 5676, 5678, 5679, 5680, and 5681 the following described parcels;

MAGNOLIA WEST CONDOMINIUM

Situated in the City of North Canton, County of Stark, State of Ohio, and being known as Unit Numbers 26, 32, 36, 30, 39, 37, 28, 10, 12, 41, 43, 14 and 24 in Magnolia West Condominium together with the undivided interest in and to the Common Areas and Facilities of the Condominium as provided in the Declaration of Condominium, and the Exhibits and By-Laws which are a part thereof, recorded at Volume 4, Page 325, et seq., of Stark County, Ohio, Condominium Records and drawings which are a part thereof recorded at Volume 1, Page 139, et seq., of Stark County Ohio Condominium Plat Records, as amended by the First Amendment to said Declaration recorded at official Record Volume 83, Page 312, et seq., and the drawings which are a part thereof recorded at Volume 2, Page 100, et seq., of Stark County, Ohio, Condominium Plat Records; by the Second Amendment to said Declaration recorded at Official Record Volume 156, Page 272, et seq., and the drawings which are a part thereof recorded at Volume 2, Page 118, et seq., Stark County, Ohio Condominium Plat Records; by the Third Amendment to said Declaration recorded at Official Record Volume 272, page 447, et seq., and the drawings which are a part thereof recorded at Volume 3, Page 23, et seq., of the Stark County, Ohio, Condominium Plat Records; by the Fourth Amendment to said Declaration recorded at Official Record Volume 397, page 571, et seq., and the drawings which are a part thereof recorded at Official Record Volume 397, Page 578, et seq., and the Fourth Amendment Condominium Plat recorded at Plat Book 3, Page 36, Stark County, Ohio Condominium Plat Records; by the Fifth Amendment to said Declaration recorded at Official Record Volume 491, Page 605, et seq., and the drawings which are a part thereof recorded at Official Record Volume 491, Page 615, et seq., and the Fifth Amendment Condominium Plat recorded at Plat Book 3, Page 40, Stark County, Ohio Condominium Plat Records; be the same more or less, but subject to all legal highways.

BYLAWS

OF

AUBURN KNOLLS CONSOLIDATED CONDOMINIUM ASSOCIATION

(Reflecting all Amendments thereto through and including October 16, 2019)

Dated: August 1, 2021

BYLAWS

OF

AUBURN KNOLLS CONSOLIDATED CONDOMINIUM ASSOCIATION

ARTICLE I: THE ASSOCIATION

1. Name and Nature of Association:

The Association shall be an Ohio corporation not for profit and shall be called Auburn Knolls Consolidated Condominium Association.

2. Membership:

Every person or entity who is a record owner of a Unit which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

3. Voting Rights:

Each member owning the entire Ownership interest in a Unit shall be entitled to exercise the percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership interest of such Unit.

4. Proxies:

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically

cease upon conveyance by the member of his Ownership Interest. The person appointed as proxy need not be a member of the Association.

5. Meeting of Members:

A. Annual Meeting:

The annual meeting of members of the Association shall be held at a place designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The location of such meeting shall be on the Condominium premises if there is a building available to accommodate such meeting or at a place within a five (5) mile radius of the Condominium Property. The annual meeting of members of the Association shall be held on the first Tuesday of October of each year. The Declarant shall call and designate the location of the first meeting to be attended by members other than Declarant no later than thirty (30) days after the time that Condominium Ownership interests, equalling twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities, have been sold and conveyed by the Declarant; provided however, that the percentage interest shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created in accordance with Article XV of the Declaration.

B. Special Meeting:

Special meetings of the members shall be called upon the written request of the President of the Association, the Board by action at a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. Calls for such meetings shall specify the time, place, and purpose thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notice of Meetings:

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Said notice may also be personally served upon the members. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

D. Quorum:

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the voting power of the Association shall constitute a quorum for an action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, a majority of the voting power thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

E. Order of Business:

The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of Committees;
- (6) Election of inspectors of election;
- (7) Election of members of Board;
- (8) Unfinished and/or old business;
- (9) New Business;
- (10) Adjournment.

6. Actions Without a Meeting:

All actions, of the Board or Association, which may be taken at a meeting of the Association or Board, may be taken without a meeting with the unanimous approval of, and in a writing or writings signed by all members of the Association or Board, as the case may be. Such writings shall be filed with the Secretary of the Association.

ARTICLE II: BOARD OF DIRECTORS

1. Numbers and Qualifications:

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) Directors from the Unit Owners or their spouses, including the Trustee or the Trustee's spouse where the Unit Ownership is in the name of a Trust and/or Trustee. In addition, any person designated under Section 5311.08 of the Ohio Revised Code as now or hereafter amended shall also qualify to serve as a Director.

2. Nomination:

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. At the first meeting of the Association for owners other than the Declarant, all nominations shall be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

3. Election:

At the first meeting the members shall elect one Director for a term of one year, one Director for a term of two years and one Director for a term of three years; and at each annual meeting thereafter the members shall elect one Director for a term of three years. Election to the Board of Directors shall be by secret, written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the above, at the first meeting of the members where members other than Declarant are present and twenty-five percent (25%) of the undivided interest in the Common Areas and Facilities is sold and conveyed by Declarant (computed as set forth in Article I, Section 5(A) hereof) the Unit Owners, other than Declarant, shall elect twenty-five percent (25%) of the members of the Board of Directors; at such time as condominium ownership interests to which fifty percent (50%) of the undivided interest appreciation has been sold and conveyed by Declarant (computed as set forth in Article I, Section 5(A) hereof), the Unit Owners, other than Declarant, shall elect thirty-three and one third percent (33 1/3%) of the members of the Board of Directors. If such meetings should be other than a regular annual meeting, then the newly elected Director by the members shall be considered elected for the three-year term, and the Director serving the one-year term shall be considered to have completed his term and the other Directors shall be serving the two-year and one-year term respectively.

4. Removal:

Any Director may be removed from the Board, with or without cause, by a majority vote of the voting power of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, even though less than a majority of its authorized members or board members are in office.

5. Organization Meeting:

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

6. Regular Meeting:

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

7. Special Meetings:

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than two (2) days' notice to each Director.

8. Quorum:

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

9. Powers and Duties of the Board of Directors:

A. Powers:

The Board of Directors shall have the power to:

- i. adopt and publish rules and regulations governing the use of the Common Areas and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- ii. exercise for the Association all powers, duties and authority vested or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- iii. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- iv. employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;
- v. to do such things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incident thereto; and
- vi. in addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:
 - (a) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
 - (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
 - (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

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

(e) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(f) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit; and

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

B. Duties:

It shall be the duty of the Board of Directors to:

i. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members or at any special meeting, when such statement is requested in writing by one fourth (1/4) of the voting power of the members who are entitled to vote;

ii. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

iii. as more fully provided herein, and in the Declaration, to:

a. fix the amount of the annual assessment against each Unit; and

b. send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period;

iv. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- v. procure and maintain adequate liability and hazard insurance on all of the Common Areas and Facilities;
- vi. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- vii. cause the Common Areas and Facilities to be maintained; and
- viii. cause the exterior of the dwelling to be maintained.

10. Compensation:

No Director shall receive compensation for and service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

11. Fidelity Bonds:

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

ARTICLE III: OFFICERS AND THEIR DUTIES

1. Enumeration of Officers:

The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers:

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

3. Term:

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointments:

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

5. Resignation and Removal:

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

6. Vacancies:

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices:

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties:

The duties of the officers are as follows:

A. President:

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Vice President:

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Secretary:

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer:

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual compilation or review (at the option of the Board) of the Association books to be made by a certified public accountant at the completion of each fiscal year; provided that if requested by two Directors, an audit shall be made by the certified public accountant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

9. Delegation to Authority and Duties:

The Board is authorized to delegate the authority and duties of any officer to any other officer or professional management company and generally to control the action of the officers, and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV: COMMITTEES:

1. Architectural Control and Landscaping Committee:

The Board of Directors may appoint an Architectural Control and Landscaping Committee and a Nominating Committee, as provided by these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as a Maintenance Committee to advise the Directors on matters pertaining to the maintenance, repair or improvement of the Properties.

2. Of the Whole:

It shall be the duty of the Board of Directors to act as a Committee of the whole to receive complaints from members on any matter involving association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Director, officer, or Committee of the Association as is further concerned with the matter presented.

ARTICLE V: GENERAL POWERS OF THE ASSOCIATION

1. Common Expenses:

The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service for Common Areas and Facilities:

The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding the Limited Common Areas and Facilities. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Casualty Insurance:

The premium upon a policy or policies of Casualty Insurance insuring the Common Areas and Facilities, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

C. Liability Insurance:

The Premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually.

D. Workmen's Compensation:

Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Service:

The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing

agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities:

The cost of landscaping, gardening, snow removal, painting, cleaning, maintaining, decorating, repairing and replacing of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities.

G. Additional Expenses:

The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these Bylaws.

H. Discharge of Mechanic's Liens:

Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrances.

I. Certain Maintenance of Units:

The costs of the maintenance and repair of the Limited Common Areas and Facilities and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

2. Association's Right to Enter Units:

The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, except for inside bolt type locks. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not.

3. Capital Additions and Improvements:

Whenever in the judgment of the Board the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$5,000.00 and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed, or improvements costing \$5,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

4. Rules and Regulations:

The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and or these Bylaws shall govern.

5. Delegation of Duties:

Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the

Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE VI: FINANCES OF ASSOCIATION

1. Preparation of Estimated Budget:

Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Unit Owner, in writing, as to the amount of such estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association as it may direct one twelfth (1/12th) of the assessment made pursuant to this section. On or before the date of each annual meeting, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provides, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering the accounting. In the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

2. Replacements:

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said estimated cash requirement proves to be inadequate for any reason, expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

3. Budget for First Year:

When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as herein-above defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against and paid by the Unit Owners during said period as provided in section 1 of this Article VI.

4. Failure to Prepare Annual Budget:

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

5. Books and Records of Association:

The Association shall keep full and correct books of account as required by §5311.09(A) of the Ohio Revised Code and the same shall be open for inspection by any Unit Owner or his representative duly authorized, in writing, at such reasonable time or times during normal business hours as may be required by such Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner. At such time as elected members of the Board take control, the Declarant shall deliver to the officers correct and complete books and records of account containing the information which must be maintained by the Association.

6. Status of Funds Collection by Association:

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

7. Annual Audit:

The Treasurer shall cause an annual compilation or review (at the option of the Board) of the Association's books to be made by a certified public accountant at the completion of each fiscal year; provided that if requested by two Directors, an audit shall be made by the certified public accountant.

8. Security Deposits from Certain Unit Owners:

If in the judgment of the Board the equity of the persons owning the Ownership interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise), of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which is in excess of six (6) months' assessment. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms, and conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these Bylaws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and rights thereof shall inure to the benefit of the lienor.

ARTICLE VII: GENERAL PROVISIONS

1. Conflict of Interest:

A Director or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the Association shall be void or voidable or in any way affected or invalidated by reason of the fact that any Director or officer of any firm of which any Director or officer is a member or any corporation of which any officer or Director is a member or any corporation of which any Director or officer is a shareholder, director, or trustee, or any trust of which any Director or officer

of the Association is a trustee or beneficiary, is in any way interested in such transaction or contract or act. No Director or officer shall be accountable or responsible to the Association for or in respect to any transaction or contract or act of the Association or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary, is interested in such transaction or contract or act, provided the fact that such trustee or officer of such firm or such corporation or such trust is so interested shall have been disclosed or shall have *been* known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action upon such contract or transaction or act shall have been taken. Any Director may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the Association may take any action within the scope of his authority respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, director, or Director, or any trust of which he is a Director or beneficiary were not interested in such transaction or contract or act. Without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause or proceedings, the question of whether a Director or officer of the Association has acted in good faith is material, and notwithstanding any statute or rule of law of equity to the contrary (if any there be), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

2. Indemnification:

Except as otherwise provided herein, every person who is or has been a Trustee, Director or officer of the Association and his heirs and legal representatives is hereby indemnified by the Association against expenses and liabilities actually and necessarily incurred by him in connection with the defense of either (1) any action, suit or proceeding to which he may be a part defendant, or (2) any claim of liability asserted against him, by reason of his being or having been a Trustee, Director or officer of the Association. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement of a judgment or claim of liability other than any amount paid or agreed to be paid by the Association itself. The Association does not, however, indemnify any Trustee, Director or officer in respect to any matter as to which he shall be finally adjudged liable for negligence or misconduct in the performance of his duties as such Trustee, Director or officer, nor in the case of a settlement, unless such settlement shall be found to be in the interest of the Association by (1) the court having jurisdiction of the action, suit or proceeding against such Trustee, Director or officer of a suit involving his right to indemnification or (2) a majority of the Directors of the Association then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or if there be no Directors who are not involved in the matter, then by disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The

phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

3. Amendments:

Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than 75% of the voting power. No such amendment shall be in conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

Exhibit F

The following is the drawing of the land comprising Parcels 1 and 2 as well as the recorded drawings for each of the condominiums consolidated hereunder (which also represents Parcel 1).

799310

Proposed Amendment of ARTICLE XIX REMEDIES FOR BREACH OF COVENANTS AND RULES, replacing Paragraph 3 thereof with the following:

Violation Enforcement Procedures and Fines:

Each Unit Owner shall be held responsible for any violation of the Declaration, Bylaws, or Rules committed by the Owner, Occupants, invitees, or guests of the Owner.

The Board of Directors shall have the right to proceed, immediately or otherwise, with legal action from any violation of the Declaration, Bylaws or Rules as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and reasonable attorney's fees, shall be added to the account of the responsible Owner.

In addition to any other action and in accordance with the procedure outlined below, actual damages and/or a fine of up to \$250.00 per occurrence or, if the violation is of an ongoing nature, per day, may be levied by the Board of Directors upon an Owner in violation.

All costs for repairs and/or remediation stemming from a violation will also be added to the fee.

Prior to the imposition of a charge or fine for violations, the following procedure will be implemented:

1. Written notice will be served upon the alleged responsible Owner either by delivery to the Owner's Unit, U.S. Mail, fax or email specifying:
 - a.) A description of the alleged violation and the proposed charge or fine.
 - b.) A reasonable date by which the Owner must cure the violation to avoid the proposed charge or fine.
 - c.) A statement that the Owner has the right to a hearing before the Board of Directors to contest the proposed charge or fine.
 - d.) To request a hearing, the Owner must mail or deliver a written "Request for a Hearing" notice in the form prescribed by the Association, which must be received by the Board not later than the tenth day after receiving the notice required above.
 - i) If the Owner timely requests a hearing, at least seven days prior to the hearing, the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. If the Owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to the hearing is waived, and the charge for damages and/or fine will be immediately imposed; and
 - ii.) At the hearing, the Board of Directors and the responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Owner to abate action, and intent to impose a fine shall become a part of the hearing record. The Owner will

then receive notice of the Board's decision and any fines imposed within 15 days of the hearing.

2. The Association may file a lien for the fines and/or damage charges, which remain unpaid for more than 10 days

If any Owner fails to pay an Assessment when due, or otherwise is in breach of the Condition and Restrictions in place or the rule and regulations, such Owner shall not be entitled to vote on Association matters until the Assessment is paid in full and/or such Owner has paid any assessed fines and is in compliance with the terms and conditions hereof.