

DECLARATION OF CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE OHIO REVISED CODE  
FOR

COPY

THE LAKES AT SHARROTT HILL CONDOMINIUM  
BEAVER TOWNSHIP, MAHONING COUNTY

CERTIFICATE OF AUDITOR

Youngstown, Ohio  
12-9-2005

Receipt is hereby acknowledged of a copy of this Declaration, together with By-Laws, Drawings, and legal descriptions of the above named Condominium.

MAHONING COUNTY AUDITOR

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

*[Signature]*

330  
740-2010  
John Newheart

This Instrument Prepared By:

Robert E. Soles, Jr., Esq.  
6531 Market Avenue N., Suite 100  
North Canton, Ohio 44721

Dennis Clark, Esq.  
2040 S. Union Avenue  
Alliance, Ohio 44601

Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

Permissive Tax \_\_\_\_\_  
Exempt \_\_\_\_\_ Date 12-9-05

By \_\_\_\_\_ Deputy  
MAHONING COUNTY AUDITOR

200500046106  
Filed for Record in  
MAHONING COUNTY, OHIO  
RONALD V. GERBERRY  
12-09-2005 At 12:14 pm.  
CONDO DECL 724.00  
OR Book 5583 Page 183 - 273

740-2345

# INDEX

ARTICLE I - DEFINITIONS.....	2
ARTICLE II - NAME.....	5
ARTICLE III - LAND.....	5
ARTICLE IV - PURPOSES; RESTRICTIONS.....	5
<u>Section 4.1</u> <u>Purposes</u> .....	5
<u>Section 4.2</u> <u>Restrictions</u> .....	5
A. <u>Unit Uses</u> .....	5
B. <u>Lawful Use</u> .....	6
C. <u>Waste</u> .....	6
D. <u>Use of Common Elements</u> .....	6
E. <u>Use of Limited Common Elements</u> .....	7
F. <u>Visible Areas</u> .....	7
G. <u>Signs</u> .....	7
H. <u>Nuisances</u> .....	7
I. <u>Structural Integrity</u> .....	8
J. <u>Construction in Easements</u> .....	8
K. <u>Animals</u> .....	8
L. <u>Satellite Dishes</u> .....	8
M. <u>Vehicles</u> .....	8
N. <u>Mailboxes and Newspaper Boxes</u> .....	9
O. <u>Requirements Relating to Leases</u> .....	9
P. <u>Architectural Control</u> .....	9
Q. <u>Rules and Regulations</u> .....	10
R. <u>Arbitration</u> .....	10
ARTICLE V - SALES AND CONVEYANCES OF UNITS.....	10
<u>Section 5.1</u> <u>Conveyances and Encumbrances</u> .....	10
<u>Section 5.2</u> <u>Sale of Unit</u> .....	10
ARTICLE VI - BUILDING DESCRIPTIONS.....	11
<u>Section 6.1</u> <u>Residential Buildings</u> .....	11
ARTICLE VII - UNITS.....	11
<u>Section 7.1</u> <u>Unit Designations</u> .....	11
<u>Section 7.2</u> <u>Composition of Units</u> .....	11
A. <u>Unit Composition</u> .....	11
B. <u>Unit Types, Sizes, Locations, and Components</u> .....	13
<u>Section 7.3</u> <u>Relocation of Unit Boundaries</u> .....	13

A.	<u>Right to Relocate Boundaries of Units and Limited Common Elements</u> .....	13
B.	<u>Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements</u> .....	13
C.	<u>Recordation of Amendment</u> .....	14
ARTICLE VIII - COMMON AND LIMITED COMMON ELEMENTS.....		14
Section 8.1	<u>Description of Common Elements and Facilities</u> .....	14
Section 8.2	<u>Description of Limited Common Elements</u> .....	14
Section 8.3	<u>Ownership of Common Elements</u> .....	15
Section 8.4	<u>Use of Common Elements</u> .....	15
Section 8.5	<u>Reallocation of Limited Common Elements</u> .....	16
ARTICLE IX - UNIT OWNERS' ASSOCIATION.....		16
Section 9.1	<u>Establishment of Association</u> .....	16
Section 9.2	<u>Membership</u> .....	16
Section 9.3	<u>Voting Rights</u> .....	16
Section 9.4	<u>Board of Directors</u> .....	16
Section 9.5	<u>Authority</u> .....	17
Section 9.6	<u>Delegation of Authority; Professional Management</u> .....	19
Section 9.7	<u>Procedures for Enforcement of Violations</u> .....	19
A.	<u>Notice</u> .....	19
B.	<u>Hearing</u> .....	20
C.	<u>Manner of Notice</u> .....	20
ARTICLE X - AGENT FOR SERVICE.....		20
Section 10.1	<u>Agent for Service of Process</u> .....	20
ARTICLE XI - MAINTENANCE AND REPAIR.....		21
Section 11.1	<u>Association Responsibility</u> .....	21
Section 11.2	<u>Individual Responsibility</u> .....	21
Section 11.3	<u>Limited Warranties</u> .....	22
Section 11.4	<u>Extended Warranties</u> .....	23
Section 11.5	<u>Limitations on Warranties</u> .....	23
ARTICLE XII - UTILITY SERVICES.....		24
Section 12.1	<u>Charges</u> .....	24
ARTICLE XIII - INSURANCE; LOSSES, BONDS.....		24
Section 13.1	<u>Fire and Extended Coverage Insurance</u> .....	24
Section 13.2	<u>Liability Insurance</u> .....	26
Section 13.3	<u>Unit Owners' Insurance</u> .....	26
Section 13.4	<u>Fidelity Coverage</u> .....	27

<u>Section 13.5</u>	<u>Insurance Representative: Power of Attorney</u>	27
<u>Section 13.6</u>	<u>Other Association Insurance</u>	27
<b>ARTICLE XIV - DAMAGE; RESTORATION; REHABILITATION AND RENEWAL</b>		28
<u>Section 14.1</u>	<u>Obligation to Restore</u>	28
<u>Section 14.2</u>	<u>Election Not to Repair</u>	28
A.	<u>Dissolution of Condominium and Partition Sale</u>	28
B.	<u>No Partition Sale/Dissolution</u>	28
<u>Section 14.3</u>	<u>Insufficient Insurance</u>	29
<u>Section 14.4</u>	<u>Procedure for Reconstruction or Repair</u>	29
A.	<u>Estimates of Cost</u>	29
B.	<u>Special Assessments</u>	29
C.	<u>Disbursement of Construction Fund</u>	30
D.	<u>Insurance Adjustments</u>	30
E.	<u>Encroachments</u>	30
<u>Section 14.5</u>	<u>Rehabilitation and Renewal</u>	31
<b>SECTION XV - CONDEMNATION</b>		31
<u>Section 15.1</u>	<u>Standing</u>	31
<u>Section 15.2</u>	<u>Use of Proceeds</u>	31
<u>Section 15.3</u>	<u>Insufficient Proceeds</u>	31
<u>Section 15.4</u>	<u>Non-Restorable Unit</u>	32
<u>Section 15.5</u>	<u>Power of Attorney</u>	32
<b>ARTICLE XVI - GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS</b>		32
<u>Section 16.1</u>	<u>Easements of Enjoyment: Limitations</u>	37

# ARTICLE XVII - ASSESSMENTS AND ASSESSMENT LIENS..... 35

<u>Section 17.1</u>	<u>General</u> .....	35
<u>Section 17.2</u>	<u>Purposes of Assessments</u> .....	35
<u>Section 17.3 (1)</u>	<u>Annual Operating Assessments</u> .....	35
<u>Section 17.4 (1)</u>	<u>Special Assessments for Capital Improvements</u> .....	36
<u>Section 17.5</u>	<u>Special Individual Unit Assessments</u> .....	37
<u>Section 17.6</u>	<u>Effective Date of Assessments</u> .....	37
<u>Section 17.7 (1)</u>	<u>Effect of Nonpayment of Assessment; Remedies of the Association</u> .....	37
<u>Section 17.8</u>	<u>Subordination of the Lien to First Mortgages</u> .....	39
<u>Section 17.9</u>	<u>Certificate Regarding Assessments</u> .....	39
<u>Section 17.10</u>	<u>Declarant's Obligations</u> .....	39
<u>Section 17.11</u>	<u>The Lakes of Sharrott Hill Homeowners Association, Inc.</u> .....	39

# ARTICLE XVIII - NOTICES TO MORTGAGEES..... 40

<u>Section 18.1</u>	<u>Notices</u> .....	40
---------------------	----------------------	----

# ARTICLE XIX - AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL..... 40

<u>Section 19.1</u>	<u>Amendments Requiring One Hundred Percent (100%) of Owners and Seventy-five Percent (75%) of Lenders</u> .....	40
<u>Section 19.2</u>	<u>Action Requiring Seventy-five Percent (75%) of Owners</u> .....	41
<u>Section 19.3</u>	<u>Amendments Requiring Seventy-five Percent (75%) of Owners, and Fifty-one Percent (51%) of Lenders</u> .....	41
<u>Section 19.4</u>	<u>Amendments Not Requiring Consent of Owners or Lenders</u> ....	42
A.	<u>Amendments by Declarant to Expand Condominium</u> .....	42
B.	<u>Amendments by Declarant to address Compliance and Other Issues</u> .....	42
C.	<u>Amendments by Board Pursuant to Statutory Authority</u> .....	42
<u>Section 19.5</u>	<u>Approval by Eligible Holders</u> .....	43
<u>Section 19.6</u>	<u>Method to Amend</u> .....	43

# ARTICLE XX - EXPANSIONS..... 43

<u>Section 20.1</u>	<u>Reservation of Expansion Option</u> .....	43
<u>Section 20.2</u>	<u>Limitations on Option</u> .....	43
<u>Section 20.3</u>	<u>Maximum Expansion Time</u> .....	43
<u>Section 20.4</u>	<u>Legal Description</u> .....	44
<u>Section 20.5</u>	<u>Composition of Portions Added</u> .....	44
<u>Section 20.6</u>	<u>Time for Adding Additional Portions</u> .....	44
<u>Section 20.7</u>	<u>Improvement Location Limitations</u> .....	44
<u>Section 20.8</u>	<u>Maximum Number of Units</u> .....	44
<u>Section 20.9</u>	<u>Non-Residential Uses</u> .....	44
<u>Section 20.10</u>	<u>Compatibility of Structures</u> .....	44
<u>Section 20.11</u>	<u>Improvements Other than Structures</u> .....	45
<u>Section 20.12</u>	<u>Types of Units</u> .....	45

<u>Section 20.13</u>	<u>Limited Common Elements</u> .....	45
<u>Section 20.14</u>	<u>Supplementary Drawings</u> .....	45
<u>Section 20.15</u>	<u>Successor Owner Not Liable for Actions of Declarant</u> .....	45
<u>Section 20.16</u>	<u>Procedures for Expansion</u> .....	45
<u>Section 20.17</u>	<u>Effects of Expansion</u> .....	46
ARTICLE XXI - REMOVAL OF PROPERTY FROM PROVISIONS OF ACT .....		46
ARTICLE XXII - REMEDIES FOR BREACH OF COVENANTS.....		46
<u>Section 22.1</u>	<u>Abatement and Enjoinder</u> .....	46
<u>Section 22.2</u>	<u>Involuntary Sale</u> .....	47
ARTICLE XXIII - GENERAL PROVISIONS.....		48
<u>Section 23.1</u>	<u>Covenants Running with the Land</u> .....	48
<u>Section 23.2</u>	<u>Enforcement</u> .....	48
<u>Section 23.3</u>	<u>Severability</u> .....	48
<u>Section 23.4</u>	<u>Gender and Grammar</u> .....	48
<u>Section 23.5</u>	<u>Captions</u> .....	48

## DECLARATION OF CONDOMINIUM OWNERSHIP

THE LAKES AT SHARROTT HILL CONDOMINIUM

This Declaration of Condominium Ownership of The Lakes at Sharrott Hill Condominium is made this 29th day of November 2005, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

RECITALS:

- A. The Lakes of Beaver Development Company, LLC, an Ohio Limited Liability Company (the "Declarant") is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.
- B. The Declarant desires to create on this real property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of Chapter 5311 of the Ohio Revised Code.
- C. It is the desire and intention of the Declarant to provide for the submission of the Additional Property, or any portion or portions thereof, together with all Buildings, structures, improvements, and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to be owned by Declarant and by each successor of the Declarant who stands in the same relationship to the Additional Property as the Declarant to the Condominium form of ownership, and to submit the Additional Property, or any portion or portions thereof, to the provisions of the Condominium Act.
- D. Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Condominium Property, or any part thereof, which shall be known as the "The Lakes at Sharrott Hill Condominium," certain easements and rights in, over, and upon the Condominium Property, and certain mutually beneficial restrictions, reservations, and obligations with respect to the proper use, conduct, and maintenance thereof.

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

ARTICLE I  
DEFINITIONS

In addition to the words and terms defined elsewhere in this Declaration or by reference to another document, the following words and terms shall have the meanings provided below:

"Additional Property" means the land, including both surface rights and air rights, and improvements to the land that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium. Legal descriptions of the parcels constituting the Additional Property are described on Exhibit "H" attached hereto.

"Affiliate of a Developer" means any Person who controls a Developer or is controlled by a Developer. (1) A Person "controls" a Developer if the person (a) is a general partner, officer, member, manager, director, or employee of the Developer; (b) owns, controls, holds with power to vote, or holds proxies representing more than 20.0% of the voting interest in the Developer, doing so either directly or indirectly, acting in concert with one (1) or more other Persons, or through one (1) or more subsidiaries; (c) controls, in any manner, the election of a majority of the Developer's directors; or (d) has contributed more than 20.0% of the Developer's capital. (2) A Person "is controlled by" a Developer if the Developer (a) is a general partner, member, manager, officer, director, or employer of the Person; (b) owns, controls, holds with power to vote, or holds proxies representing more than 20.0% of the voting interest in the Person, doing so either directly or indirectly, acting in concert with one (1) or more other Persons, or through one (1) or more subsidiaries; (c) controls, in any manner, the election of a majority of the Person's directors; or (d) has contributed more than 20.0% of the Person's capital.

"Articles" and "Articles of Incorporation" mean the articles filed with the Secretary of the State of Ohio, incorporating The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc. as a corporation not-for-profit under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.

"Association" and "The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc." means the corporation not-for-profit created by the filing of the Articles, acting as an organization of all of the Unit Owners for administering the Condominium Property subject to this Declaration.

"Board" and "Board of Directors" mean those persons who, as a group, serve as the Board of Directors of the Association, as may be constituted from time to time.

"Buildings" means the structures that contain the Units.

"By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Condominium Act, and which also serve as the code of regulations for the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto as Exhibit G, and made a part hereof.

"Common Elements" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common elements" of the Condominium under the provisions of the Condominium Act.

"Common Assessments" means assessments that are charged proportionately against all Units for common purposes.

"Common Expenses" means those expenses designated as such by the Condominium Act and this Declaration and By-Laws, including, without limitation, the following: (i) all sums lawfully assessed against the Unit Owners by the Association; (ii) expenses of the Association incurred in the administration, maintenance, repair, and replacement of the Common Elements; and (iii) expenses determined from time to time to be Common Expenses by the Association.

"Condominium" and "The Lakes at Sharrott Hill Condominium" means the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

"Condominium Act" means Chapter 5311 of the Ohio Revised Code, as may be amended from time to time.

"Condominium Instruments" means this Declaration, the By-Laws, the Drawings, the Development Disclosure Statement provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exercising control over the Condominium Property or Unit."

"Condominium Organizational Documents" means the Articles, the By-Laws of the Association, the Drawings, and this Declaration, as the same may be lawfully amended from time to time.

"Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures, and improvements situated thereon, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, when all or portions of the Additional Property have been added to the Condominium Property pursuant to the provisions of this Declaration, the term "Condominium Property" shall also include all or such portions of the Additional Property which are so added, and all improvements thereon.

"Declarant" means The Lakes of Beaver Development Company, LLC, an Ohio Limited Liability Company, and its successors and assigns, provided that the rights specifically reserved to the Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

"Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

"Developer" means the Person who constructs the Unit.

"Director" and "Directors" means that Person, or those Persons, serving, at the time pertinent, as a Director, or Directors, of the Association.

"Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

"Eligible Holder of a First Mortgage Lien" or "Eligible Mortgagee" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of eligible holders of first mortgage liens.

"Limited Common Elements" means those Common Elements serving exclusively one Unit, or more than but less than all Units, the enjoyment, benefit, or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common elements" of the Condominium under the provisions of the Condominium Act.

"Master Association" means The Lakes at Sharrott Hill Homeowner's Association, Inc., which was established for the operation and administration of the mutual interests of the single family residential lot owners, the condominium unit owners, and the cluster home owners.

"Occupant" means the person lawfully residing in a Unit, whether as a Unit Owner, tenant, or subtenant, and includes any person lawfully occupying the Unit under authority of that Unit Owner, tenant, or subtenant.

"Person" means a natural individual, corporation, partnership, Limited Liability Company, trustee, or other legal entity capable of holding title to real property.

"Unit" and "Units" means that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and are that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act.

"Unit Owner" and "Unit Owners" means that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a member of the Association, as defined in Chapter 1702 of the Ohio Revised Code.

## ARTICLE II

### NAME

The name by which the Condominium shall be known is "The Lakes at Sharrott Hill Condominium."

## ARTICLE III

### LAND

A legal description of the land constituting a part of the Condominium Property, located in the Township of Beaver, County of Mahoning, and State of Ohio, is described as Parcel No. 1 on the attached Exhibit "A."

## ARTICLE IV

### PURPOSES; RESTRICTIONS

**Section 4.1 Purposes.** This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants, and easements providing for, promoting, and preserving the values of the Units and the Common Elements; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment, and well-being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges, and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. 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.

**Section 4.2 Restrictions.** The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

- A. **Unit Uses.** Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming-house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility. No Unit shall be used: (i) in any manner that would be in violation of any applicable zoning, building, or other governmental law or regulation, (ii) in any manner that would impair the soundness or safety of any Building or any part thereof, (iii) in any manner that would increase the rate or result in the cancellation of insurance applicable to any part of the Condominium Property; or (iv) in any manner that would be noxious, offensive, or hazardous, or an interference with the peaceful possession and proper use of units for residential purposes. At no time shall more than four (4) natural Persons reside in any 2-bedroom Units, nor shall more than six (6) natural persons reside in any 3-bedroom Units. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or

professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees, or invitees coming to the Unit), making professional telephone calls, or corresponding in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use, and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one or more Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units, or a portion thereof, may be maintained for the use of the Association in fulfilling its responsibilities. Declarant may enter into agreements for the reservation for sale of any model prior to the submission of such Unit to the Condominium Property.

- B. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or any part thereof, and all applicable laws, zoning ordinances, and regulations of all governmental authorities shall be observed. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of, or unreasonably disturb, any Occupant.
- C. Waste. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on the Common Elements or any other Unit of the Condominium Property, or contents thereof, without the prior written consent of the Association. No Unit Owner or Occupant shall permit anything to be done or kept in the Unit or the Common Elements which will result in the cancellation of insurance on the Common Elements or other Units of the Condominium Property, or contents thereof, or which will be in violation of any law. No waste shall be permitted in the Common Elements.
- D. Use of Common Elements. The Common Elements (except for the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, invitees, and licensees, in accordance with the purposes for which they are intended and as may be required for the purposes of access, ingress to, egress from, use and enjoyment of Units; provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purposes other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Units Owners and Occupants. There shall be no obstruction of, nor shall anything be stored in the Common Elements, excluding those areas designated for parking of vehicles or for the location of central waste disposal containers or other uses authorized by the Board. Exterior walkways shall be used for no purpose other than normal transit through them, and shall not be obstructed. Exterior spigots shall only be used for watering lawns and landscaping in the Common Elements and Courtyards. Driveways shall be used only for pedestrian and vehicular ingress and egress, and the parking areas shall be used only for the parking of vehicles. No car or other vehicle shall be parked in the Common Elements except in those areas designated for parking, and, without the prior written consent of the Board, no cars shall be parked in the driveway of any Unit for more than six (6) cumulative hours in a twenty-four (24) hour period. The Board may enforce such restrictions by levying fines, having such vehicles towed away at the Unit Owner's expense, or taking such other actions as it, in its sole discretion, deems appropriate.

- E. Use of Limited Common Elements. Except as specifically provided otherwise herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration, and such rules and regulations as may from time to time be promulgated by the Board.
- F. Visible Areas. Unit Owners and Occupants shall not cause or permit anything to be hung or displayed on the outside or inside of windows (subject to the restrictions on window treatments set forth herein) or placed on the outside walls of a Building, or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter, or (to the extent that such limitation is not prohibited by law) television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof, or any part thereof, or in, on, or over a patio, porch, balcony, or courtyard visible to the exterior, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. No clothing, blankets, towels, laundry of any kind, or other articles, shall be hung out or exposed from any Unit or in any Common Elements. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected on or in the Common Elements except as approved in writing by the Board, and consistent with any landscaping plans developed for the Condominium Property. Within the Courtyard used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, a Unit Owner or Occupant may plant, garden, or place outdoor furniture or furnishings, provided that nothing maintained or contained in the Courtyard shall exceed the height of the Courtyard fences, nor shall anything maintained or contained in the Courtyard be visible from the Common Elements outside the Courtyard.
- G. Signs. No sign of any kind shall be displayed to the public view on the Condominium Property or on any Unit except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided that they are first approved by the Board, and (ii) on the Common Elements, the model Units, and any unsold Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its sale and rental of Units, as may be required to facilitate the sale or rental of unsold Units. Notwithstanding the foregoing, no signs, political signs, banners, or similar items advertising or providing directional information with respect to activities being conducted outside the Condominium Property shall be permitted within the Condominium Property.
- H. Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, nor garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. The Board may, if it determines that a Unit Owner has allowed the Limited Common Elements appurtenant to a Unit to become unsightly, come on to the Limited Common Elements to clean debris and maintain the landscaping, and charge the Unit Owner the cost thereof (plus any other fees and penalties assessed pursuant to such rules and regulations as the Board may adopt from time to time in connection therewith), which shall become a Special Individual Unit Assessment against such Unit.

- I. Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Elements or Limited Common Elements, which may impair the structural integrity of any improvements on the Condominium Property.
- J. Construction in Easements. No structure, whether temporary or permanent, planting, or other material (except such as exist at the time of this Declaration or as are placed on the Condominium Property by or under the direction of the Declarant or the Board of Directors) shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement area. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.
- K. Animals. Except as hereinafter provided, no animals, rabbits, livestock, fowl, or poultry of any kind, shall be raised, bred, or kept in any Unit, or in the Common Elements. Notwithstanding the foregoing, household domestic pets (excluding snakes), not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash (not longer than 6-feet in length), and maintained by a responsible person; (ii) no animal shall be tied up outside or leashed to a Unit, or any portion thereof, or the Common Elements; (iii) a responsible person shall immediately clean up and remove any excrement or droppings and dispose of the same in waste receptacles; (iv) no domestic dog or cat shall be permitted on any portion of the Condominium Property that weighs in excess of 40-lbs.; (v) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number, and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (vi) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and absolute discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental affect on the Condominium or other Units or Occupants. The Board shall have the right to levy fines and enforcement charges against Persons who do not clean up after their pets.
- L. Satellite Dishes. No satellite dishes or antennas for television or radio reception or transmission shall be erected or placed in the Common Elements, provided, however, that subject to the approval of the size, type, color, and location of such satellite dish or antenna by the Board, satellite dishes not larger than 24" in diameter may be placed on the exterior of a Unit as long as such satellite dishes are not visible from any public street.
- M. Vehicles. No campers, vans, pick-up trucks, recreational vehicles, boats, and other types of non-passenger and commercial vehicles and accessories may be kept on the Condominium Property at any time unless the same are fully enclosed within the garage of a Unit. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles and inoperable vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may promulgate additional rules and regulations restricting or prohibiting the parking of vans, buses, trucks, trailers, boats, and recreational vehicles, and may enforce such regulations or restrictions by levying

enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate. The Declarant may designate certain on-street parking areas for visitors or guests, subject to reasonable rules and any applicable governmental requirements.

- N. Mailboxes and Newspaper Boxes. Mailboxes shall be provided by the Declarant in a common area which shall be considered to be Limited Common Elements. The Declarant reserves the right, until Additional Property is added to the Condominium, to provide temporary mail facilities. No newspaper boxes shall be permitted on the Condominium Property, and newspaper delivery shall be to the front door of each Unit.
- O. Requirements Relating to Leases. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than six (6) months; (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. Any lease agreement shall be in writing; shall require at least one month's rental deposit be paid to the Unit Owner; shall specifically prohibit any subleasing or assignment by the tenant; shall provide that the lease be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board; and shall be subject to the prior approval of the Association, which approval may not be unreasonably withheld or delayed. No lease may be of less than an entire Unit. Each lease shall provide that the Unit be used for single family residential purposes only, and shall further provide that the failure by the tenant to comply with the terms and conditions of the Condominium Instruments and the rules and regulations of the Association shall be a default under the lease, and the Association shall have the right to terminate such lease and to bring summary proceedings to evict the tenant in the name of the Unit Owner or in the name of the Association. All such tenancies shall be subject to termination by legal proceedings in eviction, or by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. In the event that the Association brings summary proceedings to evict a tenant, then the Unit Owner of that Unit shall be responsible for the payment of all legal fees and costs incurred by the Association. Nothing herein contained shall permit a Unit Owner to be relieved from any duties or responsibilities or obligations hereunder because his or her Unit is occupied by or leased to a third party. Each Unit Owner, by acceptance of a Unit hereunder, makes, constitutes, and appoints the Association as his or her attorney-in-fact, to take such action as may be appropriate, including, but not limited to, eviction of a tenant for violation of the covenants and restrictions herein contained beyond any grace period provided therefor. A copy of each lease of a Unit shall be provided by the Unit Owner to the Board prior to the date of commencement of the tenancy under the lease.
- P. Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign, or other structure shall be commenced, erected, or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location

of the same shall have been submitted to and approved in writing by the Board, or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color, and location, in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required, and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owner's successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

- Q. Rules and Regulations. The Board of Directors, from time to time, may adopt such further reasonable rules and regulations concerning the use of Units and the Common Elements as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, and to protect and preserve the nature of the Condominium. Copies of all such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. No such rule or regulation shall discriminate against any Unit Owner or Occupant on the basis of race, color, religion, national origin, age, or sex.
- R. Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board of Directors specifying the dispute. The Board shall set a time, date, and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper, and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law of any type may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

#### ARTICLE V

#### SALES AND CONVEYANCES OF UNITS

Section 5.1 Conveyances and Encumbrances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit, even though that interest is not expressly mentioned or described in the deed, mortgage, or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which the interest is allocated is also transferred to the same transferee. The Declarant, or Developer, shall have the right to enter into agreements for the sale of Units prior to the creation of such Units.

Section 5.2 Sale of Unit. The right of a Unit Owner to sell, transfers, or otherwise convey that Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is

required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) with written notice of the name, home address, home and business mailing address, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit, and the name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

- A. Within thirty (30) days after the Unit Owner accepts delivery of the Deed to a Unit;
- B. Within thirty (30) days after a change in any of the above described information; and
- C. At any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

## ARTICLE VI

### BUILDING DESCRIPTIONS

Section 6.1 Residential Buildings. Until amended as provided in Article XIX, or expanded as provided in Article XX, the Condominium Property, as initially constituted pursuant to the provisions of this Declaration, shall consist of Plat/Parcel No. 1 containing Building No. 1800, and other improvements located thereon. Building No. 1800 is residential building, containing one (1) Unit; the Unit has an attached two-car garage, and a Courtyard appurtenant to that Unit. The Building is of a traditional ranch style of architecture. The location, layout, dimensions, and designation of the Building, the Unit contained therein, and the Common Elements, are shown graphically on the Drawings, and the Unit has access to roads which have direct access to a publicly dedicated right-of-way. The description of the individual Unit, including types of rooms, square footage of living space, and the number of floor levels, is set forth on Exhibit "B." The principal materials of which the Buildings are constructed are wood, glass, concrete block, drywall, and vinyl siding.

## ARTICLE VII

### UNITS

Section 7.1 Unit Designations. Each of the dwelling units, each of which is called a "Unit," is designated by a Building number on the Survey Drawing where the Unit is located. Information concerning the Unit, with a listing of proper Unit designation, is shown on the attached Exhibit "C."

### Section 7.2 Composition of Units.

- A. Unit Composition. Each Unit constitutes a feehold estate and consists of the space in the Building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the lower floor, and the unfinished interior surface of the roof deck, all projected, if necessary, by reason of structural divisions such as interior walls and partitions, to

constitute a complete enclosure of space, and all improvements within that space, all within Buildings as constructed, or as reconstructed, in substantial accordance with the original Drawings. Without limiting the generality of the foregoing, each Unit shall include:

- (1) all drywall, paneling, or wood subfloor attached to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of a Unit;
- (2) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, carpeting, and other finishing material applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;
- (3) all windows, skylights, if any, screens and doors, including storm doors, garage door, and windows, if any, and the frames, sashes, thresholds, and jambs, and the hardware therefor;
- (4) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the Building and from utility pipes, lines, or systems serving the entire Building or more than one Unit thereof, including, without limiting the generality thereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air-conditioning units and compressors (even though located outside the bounds of a Unit), and components of the foregoing, if any, and the space within all fixtures located within the bounds of a Unit and the space that is occupied by the fixtures themselves;
- (5) all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, conduits, and apparatus, wherever located, which serve only that Unit;
- (6) all control knobs, switches, thermostats, and electrical outlets and connections affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby, the receptacle and switch plates, and covers, grilles, vent covers, registers, and other coverings of space, light fixtures, and control knobs within the bounds of a Unit, and which serve only the Unit;
- (7) the portion of fireplaces, if any, actually within the interior of a Unit, and the vents and dampers therefor accessible from the Unit's interior;
- (8) all interior walls that are not necessary for support of the structure of the Building (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;
- (9) the attic space or storage space of a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access; and

(10) the two-car garage attached to the Unit and to which the Unit has direct access.

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

- (i) all structural or supporting elements of the Building contained in the interior walls; and
- (ii) all plumbing, electric, heating, cooling, and other utility or service lines, meters, pipes, sump pumps, and accessories thereto, wires, ducts, and conduits which serve any other Unit or the Common Elements.

B. Unit Types, Sizes, Locations, and Components. The location of each Unit are shown on the Drawings. The approximate size of each Unit interior is set forth on Exhibit "D." The Developer reserves the right to modify interior features.

### Section 7.3 Relocation of Unit Boundaries.

A. Right to Relocate Boundaries of Units and Limited Common Elements. Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio law, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated, and the undivided interests in the Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

- (1) The Owners of the adjoining Units shall submit to the Board of Directors of the Association a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not yet due and payable.
- (2) In the application, the Owners of the adjoining Units may request a specific reallocation of their undivided interests in the Common Elements allocated to the adjoining Units.

B. Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements. Unless the Board finds any requested reallocation of the undivided interests in the Common Elements to be unreasonable, within thirty (30) days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units, and that includes all of the following:

- (1) Identification of the affected Units.
- (2) Words of conveyance between the Owners of the Units.
- (3) A specification of the undivided interests in the Common Elements, the proportionate shares of Common Surplus and Common Expenses, and the voting

powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

C. Recordation of Amendment. At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration, together with both of the following:

- (1) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units.
- (2) The dimensions and identifying number of each Unit that results from the relocation and reallocation. Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

#### ARTICLE VIII

#### COMMON AND LIMITED COMMON ELEMENTS

Section 8.1 Description of Common Elements and Facilities. The Common Elements shall consist of all parts of the Condominium Property, except those portions labeled or described herein, or in the Drawings, as part of a Unit, including, but not limited to, all of the land, foundations, roofs, structural or supporting elements of the Buildings, gutters, downspouts, exterior lighting fixtures, exterior water spigots, installation of central services such as outside lighting, power, gas, hot and cold water, yards, surface parking areas, roads, walks (excluding the walkway from the driveway to the entrance to the Unit), lawns, trees, storage spaces for rubbish disposal, and, plumbing, electric, heating, cooling, and other utility or service lines, pipes, pumps, and accessories thereto, wires, ducts, and conduits which serve more than one Unit or the Common Elements, and all repairs and replacements of any of the foregoing, except those portions labeled or described herein or in the Drawings, as part of the Unit. Specifically, all electric fixtures, utility and service lines, connections or fixtures as defined by the laws of the State of Ohio, serving the Common Elements or more than one Unit, and all replacements thereof shall be a part of the Common Elements. Unless otherwise provided by the Association, however, the care, maintenance, repair, and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the Unit Owner. Declarant reserves the right to make improvements on and to the Common Elements subject to the provisions of this Declaration.

Section 8.2 Description of Limited Common Elements. Except as otherwise provided herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration, and such rules and regulations as may from time to time be promulgated by the Board. The Limited Common Elements with respect to each Unit shall include: (i) all patios and patio decks and front or rear terraces, or stoops, if any, attached to and serving exclusively each Unit; (ii) all equipment, fixtures, and installations located outside of a Unit, which furnish air-conditioning, heating, or hot water exclusively to that Unit; (iii) any fence(s); (iv) the driveway from the private road to the garage of that Unit; and (v) all structural interior walls and one-half of any wall separating one Unit from another Unit. The Unit Owner shall be responsible for day-to-day cleaning and

care of all Limited Common Elements, but no Unit Owner, however, shall decorate, alter, paint, or otherwise adorn any Limited Common Area in any manner contrary to this Declaration or any rules or regulations hereafter adopted, unless the written consent of the Board is first obtained, nor shall any Unit Owner decorate or apply any finishing material to the exterior surface of any door or window except that a Unit Owner shall clean the interior and exterior surfaces of any windows and doors.

Each Unit Owner is hereby also granted an exclusive and irrevocable license to use and occupy the interior space of the Courtyard, if any, adjoining the Unit, and the walkway from the driveway to the entrance to the Unit. No noxious or offensive activity shall be carried on in a Courtyard, nor shall any noise, lights, or odors emanate from the Courtyard that would be a source of nuisance to other Unit Owners or which would interfere with the peaceful and proper use and enjoyment of the Condominium Property. A Unit Owner shall not cause or permit anything to be hung or displayed on a fence(s), if any, enclosing any Courtyard. No utility lines for electricity, water, sewer, telephone, and cable shall be run or extended to any Courtyard. No improvements, changes, or alterations shall be made to a Courtyard unless and until the plans and specifications, showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board or its designated representative. Each Unit Owner is responsible for the maintenance and insurance of the interior space of the Courtyard appurtenant to that Unit.

**Section 8.3 Ownership of Common Elements.** The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. The undivided percentage interest of each Unit in the Common Elements is based upon the square footage of living area of each Unit (excluding garage and basement, if any) in relation to the total square footage of all Units. No action for partition of any part of the Common Elements shall be maintainable, except as specifically provided in Chapter 5311 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Elements.

The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit "E" and has been determined by Declarant in accordance with Section 5311.04 of the Act.

The undivided percentage interest of the Unit Owners in the Common Elements and the fee title to the respective Units shall not be 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 of the instrument of conveyance or encumbrance may refer only to the fee title of such Unit.

If at a later time, the Condominium is expanded as hereinafter provided, the undivided interest of Units in the Common Elements shall be uniformly reallocated.

**Section 8.4 Use of Common Elements.** Each Unit Owner shall have the right to use the Common Elements in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his or her Unit, and such rights shall be appurtenant to and run with the Unit; provided, however, that no Person shall use the Common Elements, or any part thereof, in such a manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof.

**Section 8.5 Relocation of Limited Common Elements.** Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio law, rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

- A. The Owners of the affected Units shall prepare and execute, at their expense, an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.
- B. The Owners of the affected Units shall submit to the Board of Directors of the Association the amendment, accompanied by the written consent of the Owners of all affected Units and the holders of all liens on those Units, except liens for real estate taxes and assessments not yet due and payable.
- C. At the expense of the Owners of the affected Units, the Association shall record the submitted amendment(s) to the Declaration.

#### ARTICLE IX

##### UNIT OWNERS' ASSOCIATION

**Section 9.1 Establishment of Association.** Declarant shall cause to be formed an Association for the administration of the Condominium Property to be called The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc., an Ohio corporation not-for-profit. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of an ownership interest in the Condominium Property. The Declarant is presently the sole member of the Association.

**Section 9.2 Membership.** Membership in the Association shall be limited to the Unit Owners, and every Person who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include Persons or entities that 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, and transfer of a Unit shall automatically transfer membership to the transferee. Except in its capacity as a Unit Owner of unsold condominium ownership interests, the Declarant will not retain a property interest in any of the Common Elements after control of the Condominium Property is assumed by the Association.

**Section 9.3 Voting Rights.** Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple. If a Unit is owned by more than one Person, the vote with respect to that Unit shall not be divided but shall be cast only as all of the owners of that Unit agree, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

**Section 9.4 Board of Directors.** The Board initially shall be those three (3) Persons named as the initial Directors pursuant to the provisions of the Articles, or such other Person or Persons as may from time to time be substituted by the Declarant. Not later than sixty (60) days after Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Association shall meet, and the

Unit Owners, other than the Declarant, shall elect not less than one-third of the members of the Board of Directors. The Unit Owners, other than the Declarant, shall elect one-third (1) of the Directors at such meeting, and the Declarant shall designate the other two-thirds (2) of the Directors, which three (3) Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the following paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created.

Within sixty (60) days after the sale and conveyance, to purchasers in good faith, and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, but in no event later than the 5<sup>th</sup> anniversary of the establishment of the Association, the Association shall meet, and all Unit Owners, including the Declarant, shall elect six (6) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The Persons so elected shall take office at the end of the meeting during which they are elected, and shall, as soon as reasonably possible, appoint Officers. The terms of the six (6) Directors shall be staggered so that the terms of two (2) of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two (2) Directors whose terms then expire shall be elected to serve three (3) year terms.

The Board, or the Declarant while in control of the Association, may take any measures necessary to incorporate the Association as a not-for-profit corporation.

Notwithstanding the foregoing, the Declarant shall have the right at any time to waive its right to select one (1) or more Directors, or to vote in an election of Directors.

**Section 9.5 Authority.** The Board shall have all authority to manage, maintain, repair, replace, alter, and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

- A. Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management 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 (2) 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. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property.
- E. Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited

Common Elements, when the actions regulated by those rules affect Common Elements or other Units.

- F. Cause additional improvements to be made as part of the Common Elements.
- G. Purchase, encumber, and convey Units, and, subject to the requirements of Article XIX of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses.
- H. Acquire, encumber, and convey, or otherwise transfer, personal property.
- I. Hold in the name of the Association the real property and personal property acquired pursuant to subparagraphs "G" and "H" of this Section.
- J. Grant easements, leases, licenses, and concessions through or over the Common Elements.
- K. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements, or for services provided to Unit Owners.
- L. Impose interest and late charges for the late payment of assessments, and impose returned check charges.
- M. Promulgate and, subject to the procedures for enforcement of violations, impose reasonable enforcement assessments for violations of the Declaration, the By-Laws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other Condominium Property.
- N. Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments.
- O. Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments.
- P. Enter a Unit for bona fide purposes when conditions that 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.
- Q. Borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan, including, without limitation, the pledge or assignment of the Association's right to future income, and the Association's right to levy assessments upon the Members.
- R. Suspend the voting privileges and use of recreational facilities of a Unit Owner who is delinquent in the payment of assessments for more than thirty (30) days.
- S. Purchase insurance and fidelity bonds required by this Declaration, the By-Laws, or by Federal National Mortgage Association, Department of Housing and Urban

Development, Veterans' Administration, or any similar holder, insurer, or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the Directors consider necessary or appropriate.

- T. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.
- U. Exercise powers that are: (i) conferred by this Declaration or the By-Laws, or the laws of the State of Ohio; (ii) necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation; (iii) permitted to be exercised in Ohio by a not-for-profit corporation; and (iv) necessary and proper for the proper government and operation of the Association.

Section 9.6 Delegation of Authority: Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management: (i) shall be terminable by the Association for cause on thirty (30) days written notice; (ii) shall be terminable by either party, without penalty, on ninety (90) days written notice; (iii) shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and (iv) shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude the Declarant, or any other entity designated by the Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with the Declarant or one or more other firms or corporations affiliated with the Declarant for the purpose of providing management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

Section 9.7 Procedures for Enforcement of Violations.

- A. Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws, or rules and regulations of the Association, the Board shall give the Unit Owner a written notice that includes all of the following:
  - (1) A description of the property damage or violation.
  - (2) The amount of the proposed charge or assessment.
  - (3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment.
  - (4) A statement setting forth the procedure to request a hearing pursuant to Section 9.7.B of this Article IX.

- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
- B. Hearing. A Unit Owner may request a hearing by delivering written notice of such request to the Board not later than the 10<sup>th</sup> day after receiving the notice required by Section 9.7.A of this Article IX. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose the charge for damages or an enforcement assessment referenced in the notice provided in Section 9.7.A of this Article IX, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Unit Owner with a written notice of the date, time, and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owner.
- C. Manner of Notice. Any notice required under this Article IX to be served:
- (1) Upon the Unit Owner, shall be delivered personally to the Owner or Occupant at the Unit, or mailed by certified mail, return receipt requested, to the Owner at the address of the Unit, or, if the Owner has provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternate address.
  - (2) Upon the Association, shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association, or to the management company hired by the Association.

#### ARTICLE X

##### AGENT FOR SERVICE

Section 10.1 Agent for Service of Process. The name of the person to receive service of process for the Association, and that person's residence or place of business is:

Daniel M. Peacock  
6178 Youngstown-Hubbard Road  
Hubbard, Ohio 44425

The Agent for Service of Process may be changed from time to time by filing with the Secretary of the State of Ohio an appropriate form for the appointment of a statutory agent of an Ohio non-profit corporation.

## ARTICLE XI

MAINTENANCE AND REPAIR

Section 11.1 Association Responsibility. The Association, through its Board, to the extent funds are available for the same, shall maintain and repair the Common Elements and Limited Common Elements, including, but not limited to, utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, driveways, parking areas, and the structural portions and exterior portions of all Buildings which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit, including, but not limited to, the perimeter walls, roofs, wiring, piping, ductwork, and other mechanical or electrical or other installations or equipment serving the Common Elements or more than one Unit, provided, however, that the Association shall not be required to maintain, repair, and insure the interior space of the Courtyard, if any, pertaining to each Unit. In addition, the Association shall maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be located at or extend from the wall outlets into the Unit, or which may be the responsibility of a Unit Owner under any other provision of this Declaration. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to Common Elements, that exceed the time periods for the Declarant's warranty under Section 5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 11.2 Individual Responsibility. Except as otherwise specifically provided herein, the responsibility of each Unit Owner shall be as follows:

- A. To maintain, repair, and replace, all portions of his or her Unit, and all internal installations of such Unit such as appliances, plumbing, electrical, and air-conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries (including the air-conditioning compressor serving that Unit), other than such utility facilities serving other Units. Each Unit Owner is responsible for maintaining the lawn and landscaping within the Courtyard, if any, pertaining to that Unit. The Association may (but is not obligated to) contract for lawn service for the Courtyards in which event each Unit Owner utilizing such services will pay an additional fee to the Association as may be established by the Board from time to time.
- B. To maintain and decorate within his or her own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps, and other light fixtures, and other furnishings and other interior decorating, and each Unit Owner shall repair and maintain all windows, screens, and doors, including the frames, sashes, thresholds, and jambs, and the hardware therefor.
- C. Not to make any alterations in the portions of the Unit or the Common Elements, including Limited Common Elements, which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would or might jeopardize or impair the safety or soundness of the Unit or the Common Elements, without first obtaining the written consent of the Board.

- D. Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the Condominium Property not within the perimeter walls of the Unit.
- E. To report promptly to the Association or its agent, any defect or need for repairs, the responsibility for the remedying of which is with the Association.
- F. To maintain, repair, and replace, at his or her own expense, all portions of the Condominium Property which may be damaged or destroyed by reason of his or her own act or neglect, the act or neglect of any Occupant of his or her Unit, or the willful or uninsured act or neglect of any invitee, licensee, or guest of such Unit Owner or Occupant, to the extent such damage or destruction is not covered by insurance maintained by the Association.
- G. To pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, and the like) furnished to his or her Unit, or to the Limited Common Elements, designated for his or her exclusive use, unless any or all of such services are provided or paid for by the Association, and charged to the Unit Owner as part of the Common Expenses, in which case, all or any of such services so provided by the Association shall be paid for by the Unit Owner as part of his or her share of the Common Expenses.

In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event of a need for maintenance or repair of any part of the Common Area or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or his or her guest, invitee, or licensee, or occurs as a result of the failure of any Unit Owner or his, her, or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of repair is not covered by insurance, the Association may perform the same, and if the cost of such repair or restoration is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance and repair is necessary, or has been so caused, shall be made by the Board.

Section 11.3 Limited Warranties. Subject to the limitations set forth in Section 11.4 hereof, the Developer of the Units will minimally warrant for a two (2) year period the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property or Additional Property as a whole, occasioned or necessitated by a defect in material or workmanship, and for a one (1) year period the full cost of labor and materials for any repair or replacement of structural, mechanical, or other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship commencing as follows: (a) the two (2) year warranty shall commence for property submitted by the original Declaration on the date the deed

dryers, hot water heaters, and other similar appliances, if any, installed and furnished as part of the Unit by the Developer, the Developer hereby assigns to the purchaser all of the Developer's right, title, and interest in and to all express and implied warranties, if any, of the manufacturer in satisfaction of the Developer's obligation with respect to such appliances, and the Developer's warranty is limited to the installation, if any, of such appliances. DEVELOPER AND/OR DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE OR OTHERWISE, ON THESE APPLIANCES OR ITEMS AND DOES NOT ADOPT ANY MANUFACTURER'S WARRANTIES.

This warranty, as to ranges, refrigerators, washing machines, clothes dryers, hot water heaters, disposals, dishwashers and other similar appliances installed by Developer and furnished as part of the Unit, if any, is limited to the proper installation of those appliances. In the event, any such appliance should malfunction or fail within the one-year warranty period due to faulty or improper installation, Developer shall, at its expense, repair or otherwise correct the malfunction or failure.

Section 11.4 Extended Warranties. If any party has made a warranty to Developer with a duration in excess of the one-year or two-year warranty periods, Developer assigns and passes through to buyer that portion of any such warranty which is still in effect after the one-year or two-year warranty periods have expired. Developer does not, however, assume any responsibility for the payment of any costs incurred by buyer in enforcing any such warranty against the warrantor.

Section 11.5 Limitations on Warranties.

- (1) This warranty excludes and does not cover routine maintenance, damage due to ordinary wear and tear, damage caused while Unit Owner is in possession, misuse, or negligence not attributable to Developer, or unreasonable use, including Unit Owner's failure to provide reasonable and necessary maintenance.
- (2) NO RESPONSIBILITY IS ASSUMED FOR DAMAGE FROM ANY CAUSE, WHATSOEVER, OTHER THAN TO REPAIR OR REPLACE, AT THE DEVELOPER'S COST, ITEMS CONTAINING DEFECTS COVERED BY DEVELOPER'S WARRANTY. IN NO EVENT WILL DEVELOPER BE LIABLE TO UNIT OWNER OR TO ANYONE CLAIMING THROUGH UNIT OWNER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM RELATING TO THE UNIT OR TO THE COMMON SERVICE ELEMENTS SERVING THE CONDOMINIUM AS A WHOLE.
- (3) THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS EXPRESSLY LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE.

- (4) If any defect appears which Unit Owner believes is covered by the warranty, contact Developer.

All repairs and adjustments will be made Monday through Friday, 8:00 A.M. to 5:00 P.M.

Developer will perform warranty service within 30 days from the date Unit Owner notifies Developer of the problem, unless a longer time is required because of weather conditions, labor problems, material shortages, or other causes beyond Developer's control. Emergency service will be provided as promptly as possible.

Developer's Obligations. Developer 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.

## ARTICLE XII

### UTILITY SERVICES

Section 12.1 Charges. Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company to that Unit, and to reimburse the Association for that Unit's share of any utility costs, including water and sewer, that the Board reasonably determines is attributable to use by that Unit Owner. All other utility costs shall be Common Expenses and paid by the Association.

## ARTICLE XIII

### INSURANCE; LOSSES; BONDS

Section 13.1 Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for the Buildings and common personal property and supplies owned by the Association, and constituting a part of the Common Elements or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard "all risks" endorsement, where such is available, in the locale of the Condominium Property, or, if the policy does not include an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in an amount at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision, and not less than one hundred percent (100%) of the current insurable replacement cost for such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage) as determined from time to time by the insurer. This insurance:

- A. Shall provide coverage for the Buildings, and all other insurable improvements on the Condominium Property, and all personal property as may be owned by the Association, in an amount equal to the maximum insurable replacement value thereof, excluding excavation and foundations, as determined annually by the insurance company affording

such coverage. Such coverage on the Buildings shall include coverage for the repair and replacement of all exterior and supporting walls and roofs, interior walls (excluding wall coverings, such as wallpaper and paint), ceilings, floors (excluding floor coverings, such as carpet, ceramic tile, and hardwood floors), kitchen cabinets, and attached fixtures such as bathtubs and showers.

- B. Shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/V1, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by the Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer, or guarantor of first mortgage loans upon Units in the Condominium.
- C. Shall provide that its coverage be primary, and be written in the name of the Association for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear.
- D. Shall contain, or have attached, the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor, or servicer of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation, or lapse of, or a substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee.
- E. Unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its Directors and Officers, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director, or officer of the Association, or any person under the control of the Association.
- F. Shall contain provisions recognizing any insurance trust agreement and such other endorsements, and meet such other requirements as are standard for similar projects in the area, including, without limitation, and where available without excessive costs, inflation-guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements where applicable.

The cost of this insurance shall be a Common Expense, payable by the Association; provided, however, if the Board so elects, each Unit Owner shall, promptly upon receipt of an invoice for his, her, or its share of the premium for that insurance, pay that Unit Owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit Owner's share shall be determined by multiplying the premium being apportioned by that

Unit Owner's undivided interest in the Common Elements. If that premium is not paid by the Unit Owner, it shall constitute a Special Individual Unit Assessment, as hereinafter defined.

Such policies and copies of all endorsements shall be deposited with the insurance trustee, if any, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Each policy shall further provide that coverage thereunder shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to each Unit Owner and first mortgagees.

Section 13.2 Liability Insurance. The Association shall obtain and maintain a comprehensive commercial policy of general public liability insurance covering all of the Common Elements, public ways, and any other areas under the Association's supervision, insuring the Association, any managing agent, the Unit Owners and Occupants and their respective families, agents, tenants, guests, employees, and the Officers and 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, or arising from or relating to, the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage, with such limits as the Board may determine, but no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or Occupant because of negligent acts of the Association, the Board, or other Unit Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries, and deaths of persons resulting from the operation, maintenance, or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 13.3 Unit Owners' Insurance. Each Unit Owner or Occupant may, at his or her own expense, obtain insurance in addition to that provided by the Association pursuant hereto, as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such insurance, which shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant shall obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided, however, that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to such improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its Officers and Directors, and all other Unit Owners and Occupants. All such general liability insurance shall insure the Unit Owner or Occupant against any and all claims, actions, causes of action, costs and expenses for or on account of any

injury to or the death of any person or persons, or for or on account of any loss of, damage to, or destruction of any property, caused by or resulting from any act or omission occurring on or about the Unit, or growing out of the Unit Owner's or Occupant's use and occupancy of said Unit, with limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury to any one person, and not less than ONE MILLION DOLLARS (\$1,000,000.00) for injuries to more than one person in any one accident. Such insurance shall be written with a company authorized to engage in the business of general liability insurance in the State of Ohio, and shall name the Association as an additional insured thereunder.

Section 13.4 Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance against dishonest or fraudulent acts on the part of the Officers, Directors, and employees of the Association, and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured, and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (b) the sum of three (3) month's worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 13.5 Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, an authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association, or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (a) the collection and appropriate disposition of the proceeds thereof; (b) the negotiation of losses and execution of releases of liability; (c) the execution of all documents; and (d) the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold, or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and runs with the land, and is coupled with an interest.

Section 13.6 Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, Directors' and Officers' liability insurance, and such other insurance as the Board may determine, or as may be required by law.

# ARTICLE XIV

## DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

**Section 14.1 Obligation to Restore.** If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In the event of damage to or destruction of all or any part of the Common Elements of the Condominium Property, the Association shall promptly repair and restore the same, unless an election is made in accordance with the requirements of this Article XIV, not to do so. The cost of the repairs and restoration shall be paid from the proceeds of insurance, if any, payable because of the damage or destruction, and the balance of that cost shall be a Common Expense.

**Section 14.2 Election Not to Repair.** The Association may, with the consent (obtained within sixty (60) days after such damage or destruction) of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Holders of First Mortgage Liens on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, determine not to repair or restore such damage or destruction. In the event of such election not to repair or restore such damage or destruction, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved), or the Association shall distribute the proceeds among the Unit Owners (and their mortgagees and other lienholders) in proportion to the damage to their interests caused by the failure of such damage or destruction to be repaired or restored.

- A. **Dissolution of Condominium and Partition Sale.** Upon an election not to repair or restore the damage or destruction pursuant to Section 14.2 of this Article, the Unit Owners exercising a majority of the voting powers of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the Common Elements appurtenant to the respective Units. No Unit Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not yet due and payable) are paid, released, or discharged.
- B. **No Partition Sale/Dissolution.** Upon an election not to repair or restore the damage or destruction pursuant to Section 14.2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 14.2.A of this Article, the net proceeds of insurance, by reason of such damage or destruction, shall (after payment to damaged Unit Owners in accordance with the balance of this Section 14.2) be added to the Association's reserves, to be used by the Association for future capital improvements, repair, or replacements.

In the event that part of the Buildings, structures, and fixtures, not restored or replaced, are part of one or more Units, then there shall be allocated and disbursed from the insurance proceeds to each Unit Owner whose Unit cannot be so restored or replaced, and his, her, or its respective first mortgagee, as their interests may appear, either:

- (1) Such amount as would be required for the Unit Owner to restore or repair such damage, if the repair or restoration would return the Unit to tenantable condition, equal to the size and condition thereof existing immediately prior to such damage or destruction. (No Unit Owner shall be entitled to receive any portion of said proceeds until all liens and encumbrances on the Owner's Unit are paid, released, or discharged); or
- (2) If such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage or destruction. In the latter event, upon such distribution, such Unit, or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the unrestored Unit, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for Common Expenses. All such rights and interest shall be reallocated among all other Unit and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. No Owner shall be entitled to receive any portion of said proceeds until all liens and encumbrances on the Owner's Unit are paid, released, or discharged.

Section 14.3 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration, or reconstruction, then, unless the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration, or reconstruction, the Association shall make repairs, restoration, or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such costs in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments.

Section 14.4 Procedure for Reconstruction or Repair.

- A. Estimates of Cost. Immediately after a casualty to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, and except in emergency situations, 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.
- 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, one or more special assessments shall be made against all Unit Owners in sufficient amounts to

provide funds for the payment of such costs and such assessments shall be deposited with the Insurance Representative, if any, or the Board.

- C. Disbursement of Construction Fund. The Association shall then deposit with the Insurance Representative the contract, bonds, and the proceeds of the casualty insurance collected. Said money, together with any special assessments, shall constitute a construction fund which shall be disbursed by the Insurance Representative 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 Insurance Representative shall make such payments upon the written request of the Association, accompanied by a certificate dated within fifteen (15) days prior to such request, signed by the contractor, a responsible officer of the Association, and by an architect, if any, in charge of the work, who shall be selected by the Association. If there shall be no architect in charge of the work, the contractor and two (2) Officers of the Association shall be required to execute such certificate. The certificate shall set forth the following:

- (i) that the sum then requested either 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;
- (ii) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the persons signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's, or similar lien arising from such work; and
- (iii) that the cost as estimated by the person 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 Insurance Representative after payment of the sum requested.

It shall be presumed that the first monies disbursed in payment of the cost of reconstruction or 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.

- D. Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board his or her 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 (1) Unit, subject to the rights of Eligible Mortgagees of such Units.
- E. Encroachments. Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of a reconstruction or repair, shall not constitute a claim for the basis of any proceeding or action 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 as the Building was originally constructed.

Section 14.5 Rehabilitation and Renewal. The Association, by a vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, at a duly called and noticed meeting, called specifically for the purpose of determining if the Condominium is obsolete in whole or in part, and whether or not to have the same renewed and rehabilitated, and the consent of Eligible Mortgagees hereinafter provided, may so determine that the Condominium is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Condominium shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing infrastructure, or repaving.

## SECTION XV CONDEMNATION

Section 15.1 Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as Trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at his, her, or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 15.2 Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by the Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 15.3 Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit

Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements.

Section 15.4 Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her, or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her, or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking.

Section 15.5 Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as his, her, or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

## ARTICLE XVI

### GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 16.1 Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over, and upon the Common Elements and a right and easement for access to and from his, her, or its Unit, and a right of easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Section 16.2 Right of Entry for Repair, Maintenance, and Restoration. The Association shall have a right of necessary entry and access to, over, upon, and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, and/or servicing of any items, things, or areas of or in the Condominium Property. Each Unit Owner shall provide the authorized representative of the Board with a key to that Unit to enable the Association to enter the Unit in the performance of its

**Section 16.7 Easements Through Walls Within Units.** Easements are hereby declared and granted to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines, or structural components through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

**Section 16.8 Easement for Services.** A non-exclusive easement is hereby granted to all policemen, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar Persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

**Section 16.9 Easements Reserved to Declarant.** Non-exclusive easements are hereby reserved to the Declarant and Developer, their successors and assigns, over and upon the Common Elements (a) for a two (2) year period of time from the date hereof, for access to, and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one (1) or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future Owners and Occupants of the area into which the Condominium may be expanded (the "Additional Property"), as hereinafter described, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend roadways and walkways onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main utility lines in the Common Elements, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same and to establish the grade on each parcel or any portion of the Additional Property and for necessary access over the Condominium Property to construct improvements.

**Section 16.10 Easements to Run with the Land.** All easements and rights described herein and in the legal descriptions of the Condominium Property are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee, or other person having an interest in the Condominium Property or any part or portion thereof.

**Section 16.11 Power of Attorney.** Each Unit Owner, by acceptance of a Deed to a Unit, hereby irrevocably appoints Declarant his, her, or its attorney-in-fact, to execute, deliver, acknowledge, and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

Section 16.12 General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

Section 16.13 Existing Easements and Encumbrances. The Condominium Property is presently subject to the easements and encumbrances set forth on Exhibit F, which is attached hereto and made a part hereof.

## ARTICLE XVII

### ASSESSMENTS AND ASSESSMENT LIENS

Section 17.1 General. The Declarant for each Unit within the Condominium hereby covenants and agrees, and every Unit Owner by acceptance of a Deed to a Unit (whether or not it shall be so expressed in such Deed), is deemed to covenant and agree to pay the Association (a) annual operating assessments for Common Expenses, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided and (d) Master Association assessments.

Section 17.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 17.3 (1) Annual Operating Assessments. At such time prior to the Closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association, thereafter, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, Common Expenses of the Association consisting of the following: (a) the estimated next fiscal year's costs of the maintenance, repair, and other services to be provided by the Association; (b) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association; (c) the estimated next fiscal year's costs for utility services not separately metered; (d) the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two (2) months' estimated Common Expenses for each Unit, to assure availability of funds for normal operations of the Association (the initial contribution to such working capital fund shall be collected no later than at the Closing of each Unit, and such initial amount paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, for reserve contributions, construction costs, or to make up budget deficits); (e) an amount deemed adequate by the Board, but no less than ten percent (10.0%) of the total budget, unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair, and replacement of improvements, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one (1) year ought to be maintained, and for the funding of insurance deductibles in the event of casualty loss; (f) the estimated next fiscal year's costs for the operation, management, and administration of the Association, including, but not limited to, fees for property management, costs of mailing, postage, supplies, and materials for operating the Association, and the salaries, wages, payroll

charges, and other costs to perform these services; and (g) the Association's share of any expenses for the maintenance, repair, and replacement of private streets on the Additional Property.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly, or monthly increments. The due dates of any such installment shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own a Unit an equal monthly prorata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If the assessments so collected during any fiscal year are in excess of the funds necessary to meet anticipated expenses for which the same have been collected, the excess shall be retained by the Board as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(6) Estimated Assessments - Based upon a Unit containing 1700 Square feet, it is currently estimated that the operating assessment for that Unit will be Sixty-five Dollars (\$65.00) per month. As detailed herein, the Unit operating assessment will increase or decrease based upon the square footage of each Unit. Additionally, each Unit Owner will be required to pay an additional monthly Base Master Assessment to the Master Association as detailed in the Master Declaration of Covenants, Easements and Restrictions for The Lakes at Sharrott Hill Homeowner's Association, Inc. and as discussed in Section 17.11 below.

Section 17.4 (1) Special Assessments for Capital Improvements. In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided, however, that new capital improvements which do not replace existing improvements (except new capital improvements required by governmental regulations or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve (12) consecutive month period would exceed an amount equal to five percent (5.0%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant, who hold a majority of the voting power of Units owned by Owners other than the Declarant), and the consent of Eligible Mortgagees on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

(2) Any such assessment shall be prorated among the Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

**Section 17.5 Special Individual Unit Assessments.** The Board may levy an assessment against an individual Unit or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs which are the responsibility of a Unit Owner; the cost of insurance premiums separately billed to a Unit Owner; the cost of cleaning debris from, housekeeping, and maintaining the Unit's Limited Common Elements where, in the opinion of the Board, the Unit Owner has allowed the same to become unsightly; penalties and charges imposed pursuant to rules and regulations of the Board for violations of the Declaration, By-Laws, and rules and regulations; and a Unit Owner's enforcement and arbitration charges, including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, By-Laws, rules, and regulations). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her, or its share of such real estate taxes and assessments as a Special Individual Unit Assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of each Unit's share of taxes and assessments shall be binding upon all Unit Owners. In the event such Special Individual Unit Assessment is not paid within ten (10) days after the same has become due, then the Association shall charge a late fee equal to five percent (5.0%) per month of the overdue payment.

**Section 17.6 Effective Date of Assessments.** Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

**Section 17.7 (1) Effect of Nonpayment of Assessment; Remedies of the Association.** If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (a) declare the entire unpaid balance of the annual operating assessment for that fiscal year or the unpaid balance of any special assessment to be immediately due and payable, (b) charge interest on the entire unpaid assessment (or on an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at such rate as the Board, from time to time, establishes, or, if the Board fails to establish a rate by rule, at the rate of eight percent (8.0%) per annum, but in no event in excess of the highest rate of interest then permitted by law, (c) charge a reasonable, uniform administrative late fee as determined from time to time by the Board, and

(d) charge the cost of collection, including attorney's fees and other out-of-pocket expenses, all to the extent not prohibited by Ohio law.

(2) Annual operating and both types of special assessments, together with interest, late charges, fees, and costs shall be a charge and continuing lien in favor of the Association upon the Unit against which each such assessment is made. The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record.

(3) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a Certificate of Lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Mahoning County, Ohio, pursuant to authorization given by the Board. The Certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the President or Treasurer of the Association.

(4) The lien provided for herein shall remain valid for a period of five (5) years from the date a Certificate of Lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final Judgment or Order of a Court in an action brought to discharge the lien.

(5) Any Unit Owner who believes that an assessment chargeable to his, her, or its Unit (for which a Certificate of Lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Mahoning County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the Court shall make such Order as is just, which may only provide for a discharge of record of all or a portion of that lien, without assessing any costs, expenses, or damages against the Association.

(6) Each such assessment, together with interest, late charges, and costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time the assessment fell due. In a voluntary conveyance of an ownership interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the ownership interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Notwithstanding the foregoing, any such prospective grantee shall, upon written request, be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to said Unit, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement or if such statement is not furnished to the grantee within twenty (20) days from the written request therefor.

(7) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late charges, and costs, bring an action at law

against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to the appointment of a receiver to collect such rental. In any such foreclosure action, interest and costs of such action (including reasonable attorney's fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law. The Association shall be entitled to become a purchaser at any foreclosure sale.

(f) No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her, or its Unit.

Section 17.8 Subordination of the Lien to First Mortgage. The lien of the delinquent assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit. Such unpaid assessment shall be reassessed against all Units in proportion to their respective percentage interests in the Common Elements, including the Unit so acquired by such mortgagee, and shall be an obligation of each such Unit Owner.

Section 17.9 Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President, Treasurer, Secretary, or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 17.10 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 the obligation to pay Common Expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer, until such time as Common Expenses are first charged with respect to any Unit.

Section 17.11 The Lakes at Sharrott Hill Homeowners Association, Inc. All Unit Owners shall be required to be and shall automatically be Members of The Lakes at Sharrott Hill Homeowner's Association, Inc., a non-profit corporation which owns and maintains the common areas and facilities for the benefit of the single family homeowners, the condominium homeowners, and the cluster homeowners. The common profits shall be distributed among and the common expenses shall be assessed against the unit owners, the single family homeowners, and the cluster homeowners on an equal per unit basis by The Master Association. Each unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him in such manner and at such times as provided in the Master Declaration of Covenants, Easements and Restrictions for The Lakes at Sharrott Hill Homeowner's Association, Inc. recorded on October 4, 2005 in OR Volume 5567, Pages 820 - 904 of the Official Mahoning County Records and re-recorded on October 21, 2005 in OR

Volume 5571, Pages 782-866, and in the By-Laws of said Master Association. The Base Master Assessment shall initially be Sixty Dollars (\$60.00) per month for each Unit.

#### ARTICLE XVIII

##### NOTICES TO MORTGAGEES

Section 18.1 Notices. Any holder, insurer, servicer, or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, servicer, or guarantor and the Unit designation), shall be entitled to timely written notice by the Association of: (a) any proposed amendment of the Condominium Organizational Documents effecting a change in (i) the boundaries of any Unit, or (ii) the purposes to which any Unit or the Common Elements are restricted; (b) any proposed termination of the Condominium as a condominium regime (which notice must be given at least thirty (30) days before any action is taken); (c) any condemnation or eminent domain proceeding or casualty loss affecting the Condominium Property or any part thereof, of which the Board obtains notice; (d) any significant change in or destruction to the Common Elements; (e) any decision by the Association not to restore substantial damage or destruction; (f) any decision by the Association to renew or rehabilitate the Condominium Property; (g) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder when the default has not been cured in sixty (60) days; and (h) any proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

#### ARTICLE XIX

##### AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 19.1 Amendments Requiring One Hundred Percent (100%) of Owners and Seventy-Five Percent (75%) of Lenders.

Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require (a) the written consent of all Unit Owners; and (b) the consent of Eligible Mortgagees on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

- A. The boundaries of any Unit or the convertibility of Units into Common Elements or visa versa.
- B. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements.
- C. The undivided interest in the Common Elements appertaining to a Unit, or the liability for Common Expenses appertaining thereto, or the right to use Common Elements and Limited Common Elements.
- D. The number of votes in the Association appertaining to any Unit; or

Z. The fundamental purposes to which any Unit or the Common Elements are restricted.

Section 19.2 Action Requiring Seventy-five Percent (75%) of Owners. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the Unit Owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners, other than the Declarant, who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "Common Expense."

Section 19.3 Amendments Requiring Seventy-five Percent (75%) of Owners, and Fifty-one Percent (51%) of Lenders.

Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners, other than the Declarant, who hold a majority of the voting power of Units owned by Owners, other than the Declarant), and (b) the consent of Eligible Mortgagees on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain:

- A. A change to any of the provisions governing voting rights.
- B. A change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than twenty-five percent (25%).
- C. A change to any of the provisions governing reserves for maintenance, repair, or replacement of Common Elements.
- D. A change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs.
- E. A change to any of the provisions governing:
  - (i) The method of expansion or contraction of the Condominium Property; or
  - (ii) The method of addition, annexation, or withdrawal of land to or from the Condominium Property.
- F. A change to any of the provisions governing hazard, fidelity, or other insurance requirements.
- G. A change to any of the provisions governing restrictions affecting the leasing of a Unit.
- H. A change to any of the provisions governing restrictions affecting the sale of a Unit.

- I. A change to any of the provisions governing the method of determining whether professional management shall be established or discontinued.
- J. A change to any of the provisions governing restoration or repair of improvements in the Condominium.
- K. A change to any of the provisions, which provision is for the express benefit of mortgagees.
- L. Any other amendment to any of the Condominium Organizational Documents.

Section 19.4 Amendments Not Requiring Consent of Owners or Lenders. Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurers, or mortgage guarantors:

- A. Amendments by Declarant on Excepted Condominium. Amendments aiding the expansion of the Condominium pursuant to Article XX shall not require the consent of any parties other than the Declarant.
- B. Amendments by Declarant to address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner, by acceptance of a deed to a Unit, is deemed to, and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest, and runs with the title to a Unit, and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium Organizational Documents:
  - (i) To the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Veterans' Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained; or
  - (ii) To correct typographical errors, or obvious factual errors, the correction of which would not impair the interest of any Unit Owner or mortgagee; provided that if there is a Unit Owner, other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.
- C. Amendments by Board Pursuant to Statutory Authority. The Board may amend the Declaration in any manner necessary for any of the following:
  - (i) To meet the requirements of institutional mortgagees, guarantors, and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans' Administration, and similar institutions.
  - (ii) To meet the requirements of insurance underwriters.

- (iii) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code.
- (iv) To correct clerical or typographical errors, or obvious factual errors in the Declaration, or an exhibit to the Declaration.
- (v) To designate a successor to the person named to receive service of process for the Association.

Section 19.5 Approval by Eligible Holders. An Eligible Holder of a First Mortgage Lien on a Unit who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives such written notice (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

Section 19.6 Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws) adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two (2) Officers of the Association, and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant, or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration, shall be duly executed by it with the same formalities as to execution as this Declaration, and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant, or any duly empowered successor Declarant, by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of the county in which the Condominium Property is located.

## ARTICLE XX

### EXPANSIONS

Section 20.1 Reservation of Expansion Option. Declarant hereby explicitly reserves the right and option to expand the Condominium Property from time to time in one or more phases by constructing certain residential structures, as well as other improvements to service such Buildings and the Units, such as storm and sanitary sewers, water, electric, telephone, and other utility lines, roadways, recreational areas, and facilities. To this extent, there are no limitations or restrictions on the improvements which can or must be made on the Additional Property.

Section 20.2 Limitations on Option. The Declarant has no limitations on its option to expand the Condominium Property, except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner or Eligible Mortgagee is required to enable Declarant to expand the Condominium Property.

Section 20.3 Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7)

years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the voting power of the Unit Owners, other than Declarant, may extend its option to expand the Condominium Property for an additional seven (7) years, if it exercises its right to so renew within six (6) months prior to the expiration of the initial seven (7) year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

**Section 20.4 Legal Description.** A legal description, by metes and bounds, of all Additional Property that, through the exercise of the Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium located in the Township of Beaver, County of Mahoning, and State of Ohio, is set forth on the attached Exhibit "11."

**Section 20.5 Composition of Portions Added.** Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portion added meets all other requirements set forth in this Article. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

**Section 20.6 Time for Adding Additional Portions.** Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, provided that portions added meet all other requirements set forth in this Article XX, and all improvements on portions added are substantially completed prior to the time added to the Condominium.

**Section 20.7 Improvement Location Limitations.** There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws, and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

**Section 20.8 Maximum Number of Units.** All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with, but need not be substantially identical to, the structures then on the Condominium Property. There is no such restriction with respect to portions of the Additional Property not added to the Condominium.

**Section 20.9 Non-Residential Uses.** No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that is not restricted exclusively to residential use.

**Section 20.10 Compatibility of Structures.** All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with, but need not be substantially identical to, the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium

Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of Units in a building, types or mix of types of Units in a building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in size, design, or finish detail.

**Section 20.11 Improvements Other than Structures.** If all or any portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on the Additional Property. The improvements on the Additional Property shall be of the same kind, style, design, and quality as those improvements then on the Condominium Property.

**Section 20.12 Types of Units.** All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same general type as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types, notwithstanding changes in interior layout, or minor changes in design or finish detail, or in size.

**Section 20.13 Limited Common Elements.** The Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein consistent in type, size, and number as those areas then designated as such on the Condominium Property, including, without limiting the generality of the foregoing, patios, patio decks, front or rear terraces, concrete pads for the placement of central air-conditioning equipment, courtyards, central mail facilities, and driveways. The precise size and number of such Limited Common Elements on the Additional Property cannot be precisely ascertained because those facts will depend on the size and location of the buildings and Units and other factors presently undetermined.

**Section 20.14 Supplementary Drawings.** Attached hereto and marked Exhibit "7" is a sketch Drawing showing the location and relationship of the Condominium Property and the Additional Property (future area of Villas Phase 2). Declarant does not consider any other Drawings or Plans presently appropriate. However, at such time as the Declarant adds all or any portion of the Additional Property to the Condominium Property, it shall file Drawings and Plans with respect to the Additional Property as required by the Condominium Act.

**Section 20.15 Successor Owner Not Liable for Actions of Declarant.** A successor owner of the Condominium Property, or of Additional Property added to the Condominium Property, who is not an Affiliate of the Declarant (as the term "Affiliate" is defined by Section 5311.01(C) of the Ohio Revised Code) and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant, or a breach of an obligation by the Declarant.

**Section 20.16 Procedures for Expansion.** All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor, as owner of the portion added, and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and Drawings with respect to the Additional Property and improvements thereon required by the Condominium Act.

Section 20.17 Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

- A. The added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with and bind the Additional Property in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements in property added to the Condominium (i) for a one (1) year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, and (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties.
- B. The Owner or Owners of the Additional Property shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members.
- C. The undivided interests of Units in the Common Elements, as so expanded, shall be re-allocated so that each Unit has an equal undivided interest in the Common Elements, including those originally submitted with this Declaration, and those added after the date hereof.
- D. In all other respects, all of the provisions of this Declaration shall include and apply to such Additional Property, and to the Owners, mortgagees, and lessors thereof, with equal meaning and of like force and effect.

#### ARTICLE XXI

##### REMOVAL OF PROPERTY FROM PROVISIONS OF ACT

The Unit Owners, by the affirmative vote of one hundred percent (100%) of the voting power of the Unit Owners, and with the written approval of one hundred percent (100%) of the Eligible Mortgagees to which said Units appertain, at a meeting of Unit Owners duly called for such purpose, may elect to remove the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such removal. In the event of a sale, no Unit Owner shall receive any portion of his or her share of the proceeds until all liens and encumbrances on his or her Unit have been paid, released, and discharged.

#### ARTICLE XXII

##### REMEDIES FOR BREACH OF COVENANTS

Section 22.1 Abatement and Enforcement. If any Unit Owner or Occupant shall violate any restrictions, conditions, or regulations contained herein or adopted by the Association or the

Board, then the Association, subject to any notice requirements set forth in Chapter 5311 of the Ohio Revised, shall have the right to:

- A. Enter any Unit in which, or as to which, such a violation or breach exists, and to summarily abate and remove, at the expense of the Unit Owner, 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 in law or in equity, the continuance of any breach.

**Section 22.2 Involuntary Sale.** If any Unit Owner, either by his, her, or its conduct, or the conduct of any Occupant of his, her or its Unit, shall violate any of the covenants or restrictions or provisions of the Act, this Declaration, the By-Laws, or any rule adopted by the Association, and such violation shall continue for ten (10) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice to cure such violation from the Association, and the mortgagee, if any, has been served with written notice of such violation, then the Association shall have the right and power, by action of a majority of the Trustees, to issue to the Unit Owner a ten (10) day notice in writing 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, her, or its Unit, and thereupon a legal action may be filed by the Association against the Unit Owner or Occupant. In the alternative, subject to the prior consent in writing of any mortgagee having an interest in such Unit, which consent shall not be unreasonably withheld or delayed, the action filed by the Association may pray for 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 or her, and ordering that all right, title, and interest of the Unit Owner or Occupant in the Condominium Property 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 the defaulting Unit Owner or Occupant from requiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, if any, reasonable attorney's fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments to the Association and any liens required to be discharged may be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a Deed to the Unit and to immediate possession of the Unit sold and may apply to the Court for a Writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit subject to the Act, this Declaration, the By-Laws, and the rules of the Association, and the purchaser shall become a member of the Association in the place and stead of the defaulting Unit Owner.

## ARTICLE XXIII

GENERAL PROVISIONS

Section 23.1 Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors, and assigns.

Section 23.2 Enforcement. In addition to any other remedies provided in this Declaration, the Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein or in the By-Laws, or now or hereafter imposed by or through the Association's rules and regulations. Failure by the Declarant, the Association, or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien, or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules, and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the Arbitration Law of Ohio then in effect (presently Chapter 2711 of the Ohio Revised Code), by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.


Section 23.3 Severability. Invalidity of any one or more of these covenants, conditions, restrictions, or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 23.4 Gender and Grammar. The singular, wherever used, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or men or women, shall in all cases be assumed as though in such case fully expressed.


Section 23.5 Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.


IN WITNESS WHEREOF, the undersigned have executed this Declaration of  
 Condominium this 29 day of November 2005.


THE LAKES OF BEAVER  
 DEVELOPMENT COMPANY, LLC

Witness:  
  
 [Signature]

By:   
 John A. Simeone, Member

Larry Wolf  
 [Print Name]  
  
 [Signature]

By:   
 Daniel M. Peacock, Member

Larry Wolf  
 [Print Name]  
  
 [Signature]

By:   
 John P. Delliquadri, Member

Larry Wolf  
 [Print Name]

STATE OF OHIO

COUNTY OF TRUMBULL

) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named The Lakes of Beaver Development Company, LLC, by John A. Simone, Member; Daniel M. Peacock, Member; and John P. Debbagmatri, Member; who acknowledged that they did sign the foregoing Declaration of Condominium Ownership and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 29 day of November, 2005.



Rose Marie A. Ferrari  
Notary Public - State of Ohio  
My Commission Expires  
August 4, 2010

*Rose Marie A. Ferrari*  
Notary Public

This Instrument Prepared By:

Robert E. Siler, Jr., Esq.  
6531 Market Avenue North, Suite 100  
North Canton, Ohio 44721

Dennis Clark, Esq.  
2040 S. Union Avenue  
Alliance, Ohio 44601

005583 P0.0241

**DRESCHER & ASSOCIATES**

SUPERVISOR  
3230 SOUTH AVENUE  
YOUNGSTOWN, OHIO 44617  
PHONE (330) 780-0011  
FAX (330) 780-7620

**DESCRIPTION OF VILLAS at SHARROTT HILL Condominium**  
**1800 MALLARD LANE VILLA**

Situated in Beaver Township, Mahoning County, Ohio:

Known as being Villa No. 1800 in The Villas at Sharrott Hill Condominium as found recorded in Mahoning County Record of Plats Volume \_\_\_\_\_ at Page \_\_\_\_\_ and being further bounded and described as follows:

Commencing at the intersection of the centerline of the centerline of Lake Front Boulevard (a 70 foot private right-of-way) and the centerline of Sharrott Road (a 40 foot public right-of-way);

Thence North  $84^{\circ}34'35''$  West along said centerline of Lake Front Boulevard a distance of 114.87 feet;

Thence South  $65^{\circ}14'47''$  West a distance of 28.27 feet to the Point of Beginning, said point being on the southerly curb line of said Lake Front Boulevard;

Thence South  $84^{\circ}34'35''$  East along said Lake Front Boulevard a distance of 64.37 feet to a curve to the right at the intersection with the westerly curb line of Mallard Lane (a 35 foot private right-of-way);

Thence along said curve to the right having a radius of 38.00 feet, an arc distance of 59.57 feet, and a chord bearing South  $18^{\circ}39'44''$  East a distance of 51.66 feet;

Thence South  $05^{\circ}14'47''$  West along said Mallard Lane a distance of 85.04 feet;

Thence North  $84^{\circ}34'35''$  West a distance of 102.14 feet;

Thence North  $05^{\circ}14'47''$  East a distance of 122.94 feet to the Point of Beginning, and containing 0.281 acres of land, more or less.

EXHIBIT

A

Received Title Nov. 29. 12:13PM

EXHIBIT BThe Lakes at Sharon Hill Condominium  
North Lima, OhioDescription of Unit

Unit No. 1800 will be a one (1) story Unit with three (3) bedrooms, two (2) baths, a kitchen, a dining area, a family room, a laundry room and a covered porch. The Unit contains 1,779 square feet of living space and will have air conditioning. There is a two (2) car attached garage which will have a driveway serving the Unit.

Description of Residential Building

The Building will have a basement, be of wood frame, with vinyl exterior siding. The roof will be of asphalt shingles.

The Unit will be heated by a gas forced air furnace and will have air conditioning.

\*Data by Architect: CLARK, Lakin, Davis & Associates, Inc. Property: 715-410 Sharon Hill Circle, North Lima, OH 44130-1100

# Condominium

PART of SECTION No. 10  
BEAVER TOWNSHIP  
MAHONING COUNTY, OHIO

Port of FUTURE AREA of VILLAS PHASE 1  
in LAKES at SHIMRODT HILL PLAT No. 1  
PLAT Vol. 109, Pg. 301-302

2000

LAKE FRONT BOULEVARD  
70 FT PRIVATE ROAD

SHARROTT ROAD 40'

MALLARD LANE  
35 Ft PRIVATE ROAD

CURVE DATA  
0.78 0.96 1.14 1.32 1.50



0 25 50 100  
SOME 1' = 30'

Entered for postage July 24, 1968

RECEIVED MAY 15 1964

## CERTIFICATE



# SECRET

C

MS583 M0244

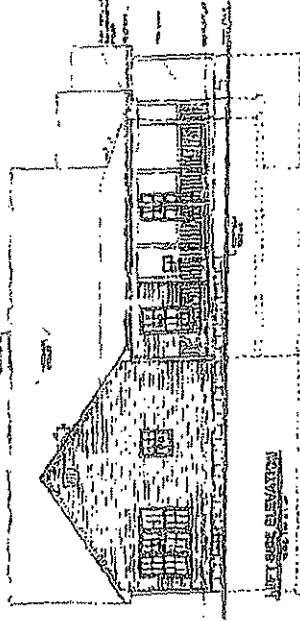
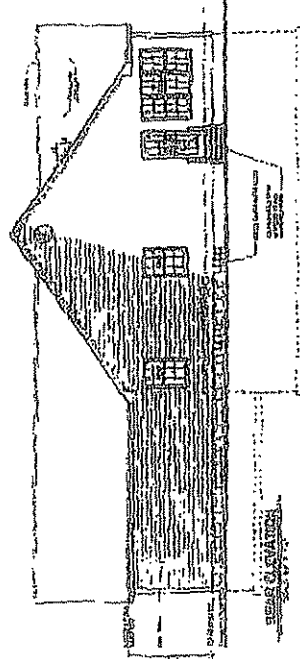
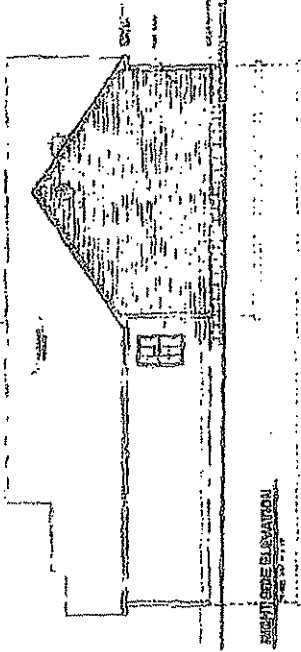
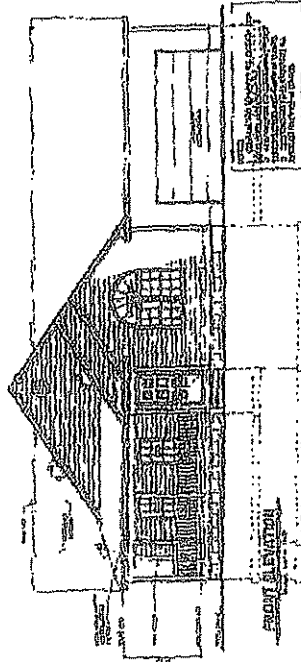


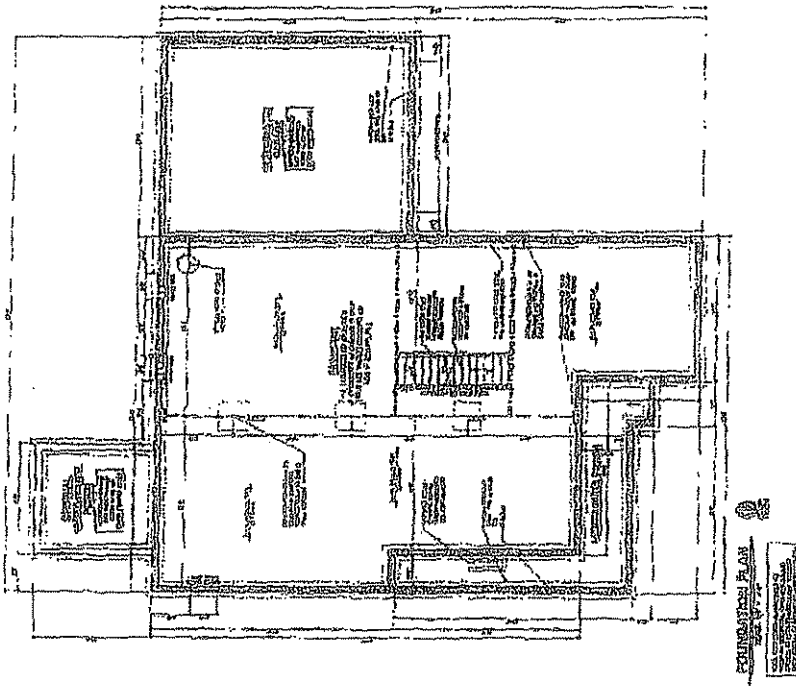
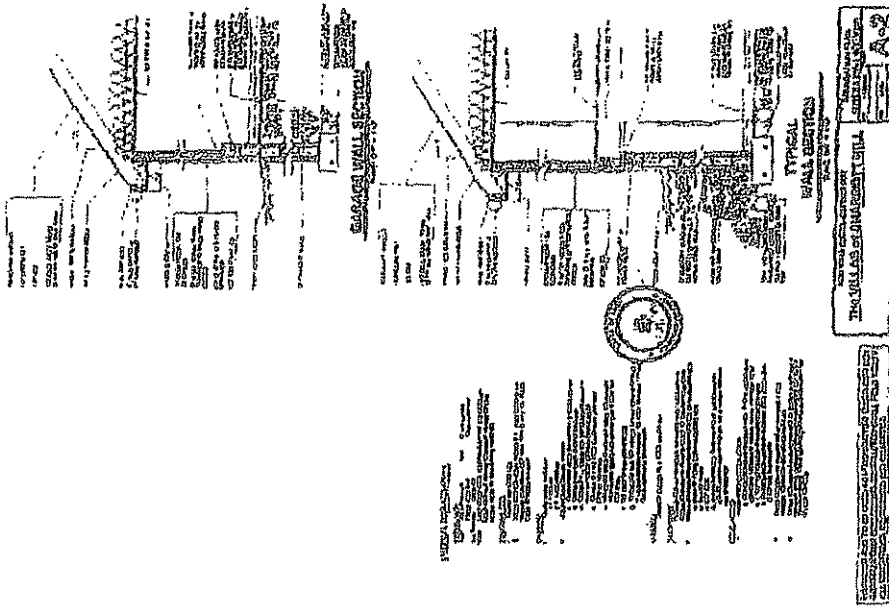
EXHIBIT D

THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	1/2\"			
2	1/4\"			
3	1/8\"			
4	1/16\"			
5	1/32\"			
6	1/64\"			
7	1/128\"			
8	1/256\"			
9	1/512\"			
10	1/1024\"			
11	1/2048\"			
12	1/4096\"			
13	1/8192\"			
14	1/16384\"			
15	1/32768\"			
16	1/65536\"			
17	1/131072\"			
18	1/262144\"			
19	1/524288\"			
20	1/1048576\"			
21	1/2097152\"			
22	1/4194304\"			
23	1/8388608\"			
24	1/16777216\"			
25	1/33554432\"			
26	1/67108864\"			
27	1/134217728\"			
28	1/268435456\"			
29	1/536870912\"			
30	1/1073741824\"			
31	1/2147483648\"			
32	1/4294967296\"			
33	1/8589934592\"			
34	1/17179869184\"			
35	1/34359738368\"			
36	1/68719476736\"			
37	1/137438953472\"			
38	1/274877906944\"			
39	1/549755813888\"			
40	1/1099511627776\"			
41	1/2199023255552\"			
42	1/4398046511104\"			
43	1/8796093022208\"			
44	1/17592186044416\"			
45	1/35184372088832\"			
46	1/70368744177664\"			
47	1/140737488355328\"			
48	1/281474976710656\"			
49	1/562949953421312\"			
50	1/1125899906842624\"			
51	1/2251799813685248\"			
52	1/4503599627370496\"			
53	1/9007199254740992\"			
54	1/18014398509481984\"			
55	1/36028797018963968\"			
56	1/72057594037927936\"			
57	1/144115188075855872\"			
58	1/288230376151711744\"			
59	1/576460752303423488\"			
60	1/1152921504606846976\"			
61	1/2305843009213693952\"			
62	1/4611686018427387904\"			
63	1/9223372036854775808\"			
64	1/18446744073709551616\"			
65	1/36893488147419103232\"			
66	1/73786976294838206464\"			
67	1/147573952589676412928\"			
68	1/295147905179352825856\"			
69	1/590295810358705651712\"			
70	1/1180591620717411303424\"			
71	1/2361183241434822606848\"			
72	1/4722366482869645213696\"			
73	1/9444732965739290427392\"			
74	1/18889465931478580854784\"			
75	1/37778931862957161709568\"			
76	1/75557863725914323419136\"			
77	1/151115727451828646838272\"			
78	1/302231454903657293676544\"			
79	1/604462909807314587353088\"			
80	1/1208925819614629174706176\"			
81	1/2417851639229258349412352\"			
82	1/4835703278458516698824704\"			
83	1/9671406556917033397649408\"			
84	1/19342813113834066795298816\"			
85	1/38685626227668133590597632\"			
86	1/77371252455336267181195264\"			
87	1/154742504910672534362390528\"			
88	1/309485009821345068724781056\"			
89	1/618970019642690137449562112\"			
90	1/1237940039285380274899124224\"			
91	1/2475880078570760549798248448\"			
92	1/4951760157141521099596496896\"			
93	1/9903520314283042199192993792\"			
94	1/19807040628566084398385987584\"			
95	1/39614081257132168796771975168\"			
96	1/79228162514264337593543950336\"			
97	1/158456325028528675187087900672\"			
98	1/316912650057057350374175801344\"			
99	1/633825300114114700748351602688\"			
100	1/1267650600228229401496703205376\"			

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	1/2\"			
2	1/4\"			
3	1/8\"			
4	1/16\"			
5	1/32\"			
6	1/64\"			
7	1/128\"			
8	1/256\"			
9	1/512\"			
10	1/1024\"			
11	1/2048\"			
12	1/4096\"			
13	1/8192\"			
14	1/16384\"			
15	1/32768\"			
16	1/65536\"			
17	1/131072\"			
18	1/262144\"			
19	1/524288\"			
20	1/1048576\"			
21	1/2097152\"			
22	1/4194304\"			
23	1/8388608\"			
24	1/16777216\"			
25	1/33554432\"			
26	1/67108864\"			
27	1/134217728\"			
28	1/268435456\"			
29	1/536870912\"			
30	1/1073741824\"			
31	1/2147483648\"			
32	1/4294967296\"			
33	1/8589934592\"			
34	1/17179869184\"			
35	1/34359738368\"			
36	1/68719476736\"			
37	1/137438953472\"			
38	1/274877906944\"			
39	1/549755813888\"			
40	1/1099511627776\"			
41	1/2199023255552\"			
42	1/4398046511104\"			
43	1/8796093022208\"			
44	1/17592186044416\"			
45	1/35184372088832\"			
46	1/70368744177664\"			
47	1/140737488355328\"			
48	1/281474976710656\"			
49	1/562949953421312\"			
50	1/1125899906842624\"			
51	1/2251799813685248\"			
52	1/4503599627370496\"			
53	1/9007199254740992\"			
54	1/18014398509481984\"			
55	1/36028797018963968\"			
56	1/72057594037927936\"			
57	1/144115188075855872\"			
58	1/288230376151711744\"			
59	1/576460752303423488\"			
60	1/1152921504606846976\"			
61	1/2305843009213693952\"			
62	1/4611686018427387904\"			
63	1/9223372036854775808\"			
64	1/18446744073709551616\"			
65	1/36893488147419103232\"			
66	1/73786976294838206464\"			
67	1/147573952589676412928\"			
68	1/295147905179352825856\"			
69	1/590295810358705651712\"			
70	1/1180591620717411303424\"			
71	1/2361183241434822606848\"			
72	1/4722366482869645213696\"			
73	1/9444732965739290427392\"			
74	1/18889465931478580854784\"			
75	1/37778931862957161709568\"			
76	1/75557863725914323419136\"			
77	1/151115727451828646838272\"			
78	1/302231454903657293676544\"			
79	1/604462909807314587353088\"			
80	1/1208925819614629174706176\"			
81	1/2417851639229258349412352\"			
82	1/4835703278458516698824704\"			
83	1/9671406556917033397649408\"			
84	1/19342813113834066795298816\"			
85	1/38685626227668133590597632\"			
86	1/77371252455336267181195264\"			
87	1/154742504910672534362390528\"			
88	1/309485009821345068724781056\"			
89	1/618970019642690137449562112\"			
90	1/1237940039285380274899124224\"			
91	1/2475880078570760549798248448\"			
92	1/4951760157141521099596496896\"			
93	1/9903520314283042199192993792\"			
94	1/19807040628566084398385987584\"			
95	1/39614081257132168796771975168\"			
96	1/79228162514264337593543950336\"			
97	1/158456325028528675187087900672\"			
98	1/316912650057057350374175801344\"			
99	1/633825300114114700748351602688\"			
100	1/1267650600228229401496703205376\"			

1/2" x 1/4" x 1/8" x 1/16" x 1/32" x 1/64" x 1/128" x 1/256" x 1/512" x 1/1024" x 1/2048" x 1/4096" x 1/8192" x 1/16384" x 1/32768" x 1/65536" x 1/131072" x 1/262144" x 1/524288" x 1/1048576" x 1/2097152" x 1/4194304" x 1/8388608" x 1/16777216" x 1/33554432" x 1/67108864" x 1/134217728" x 1/268435456" x 1/536870912" x 1/1073741824" x 1/2147483648" x 1/4294967296" x 1/8589934592" x 1/17179869184" x 1/34359738368" x 1/68719476736" x 1/137438953472" x 1/274877906944" x 1/549755813888" x 1/1099511627776" x 1/2199023255552" x 1/4398046511104" x 1/8796093022208" x 1/17592186044416" x 1/35184372088832" x 1/70368744177664" x 1/140737488355328" x 1/281474976710656" x 1/562949953421312" x 1/1125899906842624" x 1/2251799813685248" x 1/4503599627370496" x 1/9007199254740992" x 1/18014398509481984" x 1/36028797018963968" x 1/72057594037927936" x 1/144115188075855872" x 1/288230376151711744" x 1/576460752303423488" x 1/1152921504606846976" x 1/2305843009213693952" x 1/4611686018427387904" x 1/9223372036854775808" x 1/18446744073709551616" x 1/36893488147419103232" x 1/73786976294838206464" x 1/147573952589676412928" x 1/295147905179352825856" x 1/590295810358705651712" x 1/1180591620717411303424" x 1/2361183241434822606848" x 1/4722366482869645213696" x 1/9444732965739290427392" x 1/18889465931478580854784" x 1/37778931862957161709568" x 1/75557863725914323419136" x 1/151115727451828646838272" x 1/302231454903657293676544" x 1/604462909807314587353088" x 1/1208925819614629174706176" x 1/2417851639229258349412352" x 1/4835703278458516698824704" x 1/9671406556917033397649408" x 1/19342813113834066795298816" x 1/38685626227668133590597632" x 1/77371252455336267181195264" x 1/154742504910672534362390528" x 1/309485009821345068724781056" x 1/618970019642690137449562112" x 1/1237940039285380274899124224" x 1/2475880078570760549798248448" x 1/4951760157141521099596496896" x 1/9903520314283042199192993792" x 1/19807040628566084398385987584" x 1/39614081257132168796771975168" x 1/79228162514264337593543950336" x 1/158456325028528675187087900672" x 1/316912650057057350374175801344" x 1/633825300114114700748351602688" x 1/1267650600228229401496703205376" x 1/2535301200456458802993406410752" x 1/5070602400912917605986812821504" x 1/10141204801825835211973625643008" x 1/20282409603651670423947251286016" x 1/40564819207303340847894502572032" x 1/81129638414606681695789005144064" x 1/162259276829213363391578010288128" x 1/324518553658426726783156020576256" x 1/649037107316853453566312041152512" x 1/1298074214633706907132624082305024" x 1/2596148429267413814265248164610048" x 1/5192296858534827628530496329220096" x 1/10384593717069655257060992658440192" x 1/20769187434139310514121985316880384" x 1/41538374868278621028243970633760768" x 1/83076749736557242056487941267521536" x 1/166153499473114484112975882535043072" x 1/332306998946228968225951765070086144" x 1/664613997892457936451903530140172288" x 1/1329227995784915872903807060280344576" x 1/2658455991569831745807614120560689152" x 1/5316911983139663491615228241121378304" x 1/10633823966279326983230456482242756608" x 1/21267647932558653966460912964485513216" x 1/42535295865117307932921825928971026432" x 1/85070591730234615865843651857942052864" x 1/170141183460469231731687303715884105728" x 1/340282366920938463463374607431768211456" x 1/680564733841876926926749214863536422912" x 1/1361129467683753853853498429727072845824" x 1/2722258935367507707706996859454145691648" x 1/5444517870735015415413993718908291383296" x 1/10889035741470030830827987437816582766592" x 1/21778071482940061661655974875633165533184" x 1/43556142965880123323311949751266331066368" x 1/87112285931760246646623899502532662132736" x 1/174224571863520493293247799005065324265472" x 1/348449143727040986586495598010130648530944" x 1/696898287454081973172991196020261297061888" x 1/1393796574908163946345982392040522594123776" x 1/2787593149816327892691964784081045188247552" x 1/5575186299632655785383929568162090376495104" x 1/11150372599265311570767859136324180752990208" x 1/22300745198530623141535718272648361505980416" x 1/44601490397061246283071436545296723011960832" x 1/89202980794122492566142873090593446023921664" x 1/178405961588244985132285746181186892047843328" x 1/356811923176489970264571492362373784095686656" x 1/713623846352979940529142984724747568191373312" x 1/1427247692705959881058285969449495136382746624" x 1/2854495385411919762116571938898990272765493248" x 1/5708990770823839524233143877797980545530986496" x 1/11417981541647679048466287755595961091061972992" x 1/22835963083295358096932575511191922182123945984" x 1/45671926166590716193865151022383844364247891968" x 1/91343852333181432387730302044767688728495783936" x 1/182687704666362864775460604089535377456991567872" x 1/365375409332725729550921208179070754913983135744" x 1/730750818665451459101842416358141509827966271488" x 1/1461501637330902918203684832716283019655932542976" x 1/2923003274661805836407369665432566039311865085952" x 1/5846006549323611672814739330865132078623730171904" x 1/11692013098647223345629478661730264157247460343808" x 1/23384026197294446691258957323460528314494920687616" x 1/46768052394588893382517914646921056628989841375232" x 1/93536104789177786765035829293842113257979682750464" x 1/187072209578355573530071658587684226515959365500928" x 1/374144419156711147060143317175368453031918731001856" x 1/748288838313422294120286634350736906063837462003712" x 1/1496577676626844588240573268701473812127674924007424" x 1/2993155353253689176481146537402947624255349848014848" x 1/5986310706507378352962293074805895248510699696029696" x 1/11972621413014756705924586149611790497021399392059392" x 1/23945242826029513411849172299223580994042798784118784" x 1/47890485652059026823698344598447161988085597568237568" x 1/95780971304118053647396689196894323976171195136475136" x 1/191561942608236107294793378393788647952342390272950272" x 1/383123885216472214589586756787577295904684780545900544" x 1/766247770432944429179173513575154591809369561091801088" x 1/1532495540865888858358347027150309183618739122183602176" x 1/3064991081731777716716694054300618367237478244367204352" x 1/6129982163463555433433388108601236734474956488734408704" x 1/12259964326927110866866776217202473468949912977468817408" x 1/24519928653854221733733552434404946937899825954937634816" x 1/49039857307708443467467104868809893875799651909875269632" x 1/98079714615416886934934209737619787751599303819750539264" x 1/196159429230833773869868419475239575503198607639501078528" x 1/392318858461667547739736838950479151006397215279002157056" x 1/784637716923335095479473677900958302012794430558004314112" x 1/1569275433846670190958947355801916604025588861116008628224" x 1/3138550867693340381917894711603833208051177722232017256448" x 1/6277101735386680763835789423207666416102355444464034512896" x 1/12554203470773361527671578846415332832204710888928069025792" x 1/25108406941546723055343157692830665664409421777856138051584" x 1/50216813883093446110686315385661331328818843555712276103168" x 1/100433627766186892221372630771322662657637687111424552206336" x 1/200867255532373784442745261542645325315275374222849104412672" x 1/401734511064747568885490523085290650630550748445698208825344" x 1/803469022129495137770981046170581301261101496891396417650688" x 1/1606938044258990275541962092341162602522202993782792835301376" x 1/3213876088517980551083924184682325205044405987565585670602752" x 1/6427752177035961102167848369364650410088811975131171341205504" x 1/12855504354071922204335696738729300820177623950262342682411008" x 1/25711008708143844408671393477458601640355247900524685364822016" x 1/51422017416287688817342786954917203280710495801049370729644032" x 1/102844034832575377634685573909834406561420991602098741459288064" x 1/205688069665150755269371147819668813122841983204197482918576128" x 1/411376139330301510538742295639337626245683966408394965837152256" x 1/822752278660603021077484591278675252491367932816789931674304512" x 1/1645504557321206042154969182557350504982735865633579863348609024" x 1/3291009114642412084309938365114701009965471731267159726697218048" x 1/6582018229284824168619876730229402019930943462534319453394436096" x 1/13164036458569648337239753460458804039861886925068638906788872192" x 1/26328072917139296674479506920917608079723773850137277813577744384" x 1/52656145834278593348959013841835216159447547700274555627155488768" x 1/105312291668557186697918027683670432318895095400549111254310977536" x 1/210624583337114373395836055367340864637790190801098222508621955072" x 1/421249166674228746791672110734681729275580381602196445017243910144" x 1/842498333348457493583344221469363458551160763204392890034487820288" x 1/1684996666696914987166688442938726917102321526408785780068975640576" x 1/3369993333393829974333376885877453834204643052817571560137951281152" x 1/6739986666787659948666753771754907668409286105635143120275902562304" x 1/13479973333575319897333507543509815336818572211270286240551805124608" x 1/26959946667150639794667015087019630673637144422540572481103610249216" x 1/53919893334301279589334030174039261347274288845081144962207220498432" x 1/107839786668602559178668060348078522694548577690162289924414440996864" x 1/215679573337205118357336120696157045389097155380324579848828881993728" x 1/431359146674410236714672241392314090778194310760649159697657763987456" x 1/862718293348820473429344482784628181556388621521298319395315527974912" x 1/1725436586697640946858688965569256363112777243042596638790631055949824" x 1/3450873173395281893717377931138512726225554486085193277581262111899648" x 1/6901746346790563787434755862277025452451108972170386555162524223799296" x 1/13803492693581127574869511724554050904902217944340773110325048447598592" x 1/27606985387162255149739023449108101809804435888681546220650096895197184" x 1/55213970774324510299478046898216203619608871777363092441300193790394368" x 1/110427941548649020598956093796432407239217743554726184882600387580788736" x 1/220855883097298041197912187592864814478435487109452369765200775161577472" x 1/441711766194596082395824375185729628956870974218904739530401550323154944" x 1/883423532389192164791648750371459257913741948437809479060803100646309888" x 1/1766847064778384329583297500742918515827483896875618958121606201292619776" x 1/3533694129556768659166595001485837031654967793751237916243212402585239552" x 1/7067388259113537318333190002971674063309935587502475832486424805170479104" x 1/14134776518227074636666380005943348126619871175004951664972849610340958208" x 1/28269553036454149273332760011886696253239742350009903329945699220681916416" x 1/56539106072908298546665520023773392506479484700019806659891398441363832832" x 1/113078212145816597093331040047546785012958969400039613319782796882727665664" x 1/226156424291633194186662080095093570025917938800079226639565593765455331328" x 1/452312848583266388373324160190187140051835877600158453279131187530910662656" x 1/904625697166532776746648320380374280103671755200316906558262375061821325312" x 1/1809251394333065553493296640760748560207343510400633813116524750123642650624" x 1/3618502788666131106986593281521497120414687020801267626233049500247285301248" x 1/7237005577332262213973186563042994240829374041602535252466099000494570602496" x 1/14474011154664524427946373126085988481658748083205070504932198000989141204992" x 1/28948022309329048855892746252171976963317496166410141009864396001978282409984" x 1/57896044618658097711785492504343953926634992332820282019728792003956564819968" x 1/115792089237316195423570985008687907853269984665640564039457584007913129639936" x 1/231584178474632390847141970017375815706539969331281128078915168015826259279872" x 1/463168356949264781694283940034751631413079938662562256157830336031652518559744" x 1/926336713898529563388567880069503262826159877325124512315660672063305037119488" x 1/1852673427797059126777135760139006525652319754650249024631321344126610074238976" x 1/3705346855594118253554271520278013051304639509300498049262642688253220148477952" x 1/7410693711188236507108543040556026102609279018600996098525285376506440296955904" x 1/14821387422376473014217086081112052205218558037201992197050570753012880593911808" x 1/29642774844752946028434172162224104410437116074403984394101141506025761187823616" x 1/59285549689505892056868344324448208820874232148807968788202283012051522375647232" x 1/118571099379011784113736688648896417641748464297615937576404566024103044751294464" x 1/237142198758023568227473377297792835283496928595231875152809132048206089502588928" x 1/474284397516047136454946754595585670566993857190463750305618264096412179005177856" x 1/948568793032094272909893509191171341133987
--

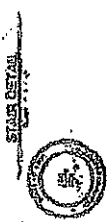


015583 M0246

**GENERAL NOTES**

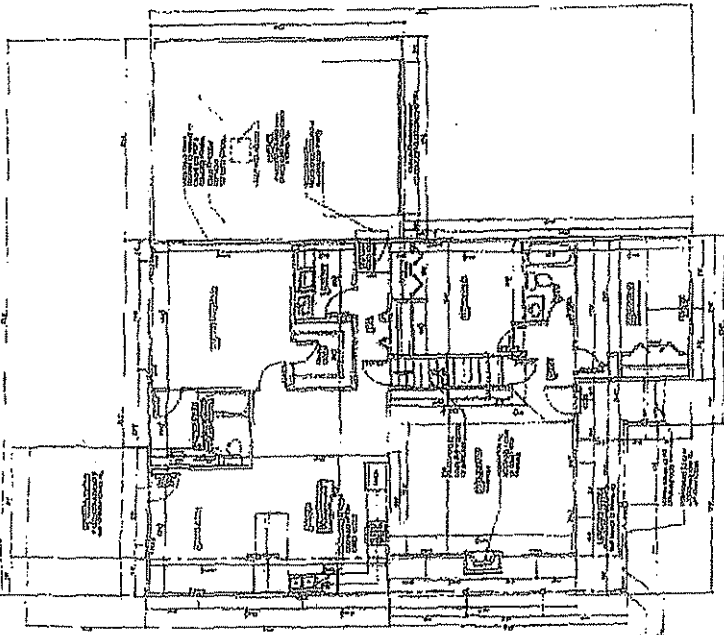
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR ALTERED WITHOUT THE WRITTEN CONSENT OF THE UTILITY COMPANIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
9. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULE OF WORK.

NO.	DESCRIPTION	DATE	BY
1	FOUNDATION	10/15/2020	J. SMITH
2	FLOORING	10/15/2020	J. SMITH
3	ROOFING	10/15/2020	J. SMITH
4	MECHANICAL	10/15/2020	J. SMITH
5	ELECTRICAL	10/15/2020	J. SMITH
6	PLUMBING	10/15/2020	J. SMITH
7	PAINTING	10/15/2020	J. SMITH
8	LANDSCAPING	10/15/2020	J. SMITH
9	FINAL INSPECTION	10/15/2020	J. SMITH



THE VALUE OF SHADDOCK HILL

ARCHITECTURAL FIRM  
A-3



**FLOOR PLAN**  
1/2" = 1'-0"  
10/15/2020

EXHIBIT "E"

The Lakes at Sharon Hill Condominium  
North Lima, Ohio

Undivided Interest in the Common Elements

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage of Interest in Common Elements</u>
1800	1779 sq. ft.	100%

Open-End Mortgage from The Lakes of Beaver Development Company, LLC to Sny Bank, in the amount of \$2,112,760.00, dated October 25, 2004, recorded on November 04, 2004, of record in OR Volume 5487, Page 1106, Mahoning County Recorder's Office.

Oil & Gas Lease by and between John Buehler and Regina Buehler, Lessors and Pomlex Inc., Lessee, received for record May 6, 1983 and recorded in Volume 208, Page 456, Mahoning County Records.

Easement to Ohio Edison Company received for record January 23, 1980 and recorded in Volume 80, Page 243, Mahoning County Records.

Easement to Ohio Edison Company received for record July 26, 1963 and recorded in Volume 92, Page 204, Mahoning County Records.

Pipeline Right-of-Way Agreement to Pomlex, Inc. received for record June 3, 1983 and recorded in Volume 208, Page 767, Mahoning County Records.

Access Easement Agreement between The Lakes of Beaver Development Company, LLC, Grantor and Mill Creek Metropolitan Park District and Mahoning Soil and Water Conservation District, Collectively Grantee, received for record July 28, 2004 and recorded in OR Volume 5484 Page 1570, Mahoning County Records.

Deed of Conservation Easement received for record July 28, 2004 and recorded in OR Volume 5484, Page 1577, Mahoning County Records.

GAS PIPELINE EASEMENT GRANT to The East Ohio Gas Company d/b/a Dominion East Ohio, received for record August 18, 2005, and recorded in OR Volume 5564, Page 638, Mahoning County Records.

SUBJECT TO EASEMENTS AND RESTRICTIONS AND ANY AND ALL MATTERS AS SET FORTH ON THE PLAT OF THE LAKES AT SHARROTT HILL NO. 1, received for record October 04, 2005, and recorded in OR Volume 109, Pages 101-102, Mahoning County Records.

Master Declaration of Covenants, Easements and Restrictions of The Lakes of Sharrott Hill Homeowner's Association, Inc., received for record October 04, 2005, and recorded in OR Volume 0567, Pages 820-884 and re-recorded October 21, 2008 in OR Volume 5871, Page 782 Mahoning County Records.

EXHIBIT E