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DECLARATION OF
CONDOMINIUM OWNERSHIP

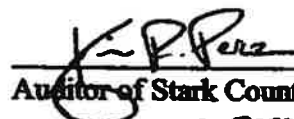
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO


FOR

3030 W. TUSC OFFICE CONDOMINIUMS

FEB 4TH, 2009

This is to certify that copies of the Declaration, By-Laws and Drawings for 3030 W. Tusc Office Condominiums have been filed this date with the Auditor of Stark County, Ohio.



Auditor of Stark County, Ohio
Kim P. Perez

James J. Frost

This Instrument Prepared by:
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3030 W. TUSC OFFICE CONDOMINIUMS

DECLARATION OF CONDOMINIUM

This is the Declaration of Condominium for 3030 W. TUSC OFFICE CONDOMINIUMS, made effective this 9th day of January, 2009, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

- A. Medical Properties Group Partnership aka Medical Properties Group, an Ohio general partnership is the "Declarant" and owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenance thereto.
- B. The Declarant has created on this property three condominium office units and commonly owned elements and to these ends hereby submits the land described in Article I to condominium ownership under the provisions of the Condominium Act of the State of Ohio.
- C. The Dennis A. Glazer and Marianne L. Glazer Trust, Stanley Bertman, M.D. and Sajid Q. Chughtai, M.D. are the partners in Medical Properties Group Partnership and each one of them is in possession of one of the condominium units.

Definitions

The terms used in this document shall have the following meanings, unless the context requires otherwise:

- 1. "Additional Property" means land, including surface and air rights, or improvements to land that are described in an original declaration or that may be added in the future to an expandable Condominium Property.
- 2. "Articles" and "Articles of Incorporation" mean the Articles filed with the Secretary of State of Ohio incorporating 3030 W. Tusc Office Condominiums Owners Association as a not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code as the same may be lawfully amended from time to time.

3. **"Association" and "3030 W. Tusc Office Condominiums Owners Association"** mean the not-for-profit corporation created by the filing of the Articles and are also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act of the State of Ohio.
4. **"Board" and "Board of Directors"** mean those persons who, as a group, serve as the Board of Directors of the Association established for the Condominium pursuant to the provisions of the Condominium Act of the State of Ohio.
5. **"Bylaws"** means the Bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the condominium, which also serves as the Code of Regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. A true copy of the Bylaws is attached hereto as Exhibit "A" and made a part hereof.
6. **"Common Elements"** means all of the Condominium Property except that portion thereof described in this Declaration as constituting a Unit or Units and, unless designated otherwise herein, is that portion of the Condominium Property constituting "common elements" of the Condominium under the provisions of the Condominium Act. Common Elements may be referred to herein or in the Drawings or in other condominium instruments as "CE."
7. **"Common Expenses"** shall mean all the following:
 - (a) **"Common expenses"** as defined by Section 5311.01(G) of the Ohio Revised Code,
 - (b) expenses of administration,
 - (c) expenses of maintenance, operation, repair, or replacement of the Common Elements and of the portions of Units, if any, to be maintained by the Association,
 - (d) expenses declared to be common expenses by the provisions of this Declaration or the Bylaws which shall include, but not be limited to, the cost to maintain the roadways, elevators, lobbies, roofs, exteriors, common areas, signage, landscaping, parking lot, exterior lighting, common exterior electric, and landscape sprinkler system and water, and
 - (e) any valid charge against the Condominium as a whole.
8. **"Common Assessments"** means assessments that are charged against all Units for common purposes.
9. **"Condominium" and "3030 W. Tusc Office Condominiums"** mean the condominium regime for the Condominium Property created under and pursuant

to the provisions of the Condominium Act of the State of Ohio. "Condominium" means a form of real property ownership in which a declaration has been filed submitting the property to the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code and under which each Owner has an individual ownership interest in a Unit with the right to exclusive possession of that Unit and an undivided ownership interest with the other Unit Owners in the Common Elements of the Condominium Property.

10. **"Condominium Act"** means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Ohio Revised Code.
11. **"Condominium Development"** means the 3030 W. Tusc Office Condominiums, which is a Condominium Property in which two or more individual commercial Units, together with their undivided interests in the Common Elements are offered for sale pursuant to a common promotional plan.
12. **"Condominium Instruments"** means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act of the State of Ohio, the Owners' Association formation documents, Management Contract, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.
13. **"Condominium Organizational Documents"** means the Articles, Bylaws, Drawings, and this Declaration as the same may lawfully be amended from time to time.
14. **"Condominium Property"** means all real and personal property hereinafter described as being submitted to the Condominium Act of the State of Ohio including, but not limited to, all buildings, structures, land, any improvements situated on the land submitted to the Condominium Act, and all easements, rights, and appurtenances belonging thereto.
15. **"Declarant"** means Dennis A. Glazer, M.D., Stanley Bertman, M.D., and Sajid Q. Chughtai, M.D., their successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as the successors and assigns of such rights.
16. **"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.

17. **"Drawings"** means the drawings for the Condominium Property filed simultaneously with the submission of this Declaration for recording, and attached hereto as "Exhibit B," and as the same may be lawfully amended from time to time.
18. **"Eligible holder of a first mortgage lien"** means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.
19. **"Limited Common Elements"** means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit, or use of which are reserved to the lawful owners and occupants of that Unit or Units either in this Declaration, or in the Bylaws, or by the Board and, unless designated otherwise herein, is that portion of the Condominium Property constituting **"Limited Common Elements and Facilities"** of the Condominium under the provisions of the Condominium Act. Limited Common Elements may be referred to herein or in the Drawings attached hereto as Exhibit "B" or in other condominium instruments as "LCE."
20. **"Occupant"** means a Person lawfully occupying a Unit, regardless of whether that person is a Unit Owner.
21. **"Person"** means a natural individual, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.
22. **"Director"** and **"Directors"** means that person or those persons serving as Director or Directors of the Association and means that same person or those persons serving in the capacity of a member of the Board of Directors of the Association, as defined in the Condominium Act.
23. **"Unit"** or **"Units"** means that portion or portions of the Condominium Property described as a Unit or Units in this Declaration and, unless designated otherwise herein, or in the Drawings attached hereto as Exhibit "B" is that portion of the Condominium constituting a commercial "Unit" under the provisions of the Condominium Act and is designated solely for commercial or other non-residential purposes.
24. **"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 Unit Owners Association, as defined below.

25. "Unit Owners' Association" means the "3030 W. Tusc Office Condominiums Owners Association" which is the organization that administers the Condominium Property and that consists of all the owners of Units.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the land described in Article I under and pursuant to the Condominium Act of the State of Ohio:

ARTICLE I

The Land

- 1.1 A legal description of the land constituting the Condominium Property, located in Stark County, Ohio, is attached hereto and marked "Exhibit C."

ARTICLE II

Name

- 2.1 The name by which the Condominium shall be known is 3030 W. Tusc Office Condominiums.

ARTICLE III

Purposes and Restrictions

- 3.1 This Declaration establishes separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed; for use for retail, commercial, business, and office uses; 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, restrictions, rules and regulations hereinafter set forth; to raise funds through assessments to accomplish these purposes; and for any other purpose permitted by the Condominium Act.

Restrictions

- 3.2 The Condominium Property shall be subject to the following restrictions, conditions, and limitations which shall run with the land and shall be binding upon each Unit Owner, their heirs, executors, successors, administrators and assigns, as well as all guests, tenants, licensees, invitees and occupants.

3.2.1 Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than medical and office purposes and those uses customarily incidental thereto. All questions on use and/or purpose of a Unit shall be decided by the Board in its sole discretion. Notwithstanding the foregoing, the following uses are specifically permitted:

- (A) Office Space;
- (B) medical and/or clinic uses and dental, orthodontic or laboratory uses.

3.2.2 Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and occupants and their agents, servants, tenants, customers, 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, occupancy, and enjoyment of Units provided, however, that unless expressly provided herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, or enjoyment of Unit Owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

3.2.3 Limited Common Element Uses. Those portions of the Common Elements described herein or shown on the Drawings as Limited Common Elements including, but not limited to, heating, ventilating, and air-conditioning equipment (HVAC), mechanical rooms, and the parking spaces designed for use by specific units, shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same and, as specified in this Declaration, 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.

3.2.4 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of doors or windows (except inoffensive drapes, curtains or similar window treatments subject to rules promulgated by the Board) or placed on the outside walls of a building or otherwise outside of a Unit or any part thereof and no signs, shutters, awnings, canopies, flowers or similar hanging baskets, satellite dishes and antennas (subject to FCC regulations), television or citizens' band or other radio antennas or transmitters, or any other devices or ornaments shall be affixed to or placed upon the exterior walls or roof or any part thereof unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

3.2.5 Nuisances/Illegal Activities. No noxious or offensive activity or any activity that violates any federal, state or local law, ordinance, rule or regulation of any kind shall be carried on in any Unit or upon the Common Elements nor shall either be used in any way or for any purpose that may endanger the health of or unreasonably disturb any Unit Owner or other occupant, or detract from the reputation of the Condominium.

3.2.6 Vehicles. The Board may promulgate rules and regulations managing and restricting traffic and the parking of automobiles, motorcycles, inoperable vehicles, trucks, trailers, boats, and recreational or any other vehicles, motorized or non-motorized, on the Common Elements or the placing of any other item of any kind or nature in or on the Common Elements and may enforce such rules, regulations or restrictions by levying fines, having such vehicles or items towed away or otherwise removed, or taking such other actions as it, in its sole discretion, deems appropriate.

3.2.7 Renting and Leasing. No Unit or part thereof shall be rented or used for any residential or personal living accommodations including hotel purposes, which are defined as:

- (A) rental under which occupants are provided customary hotel accommodations or hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or
- (B) rental to roomers or boarders, that is, rental to one or more persons whether for all or a portion of a Unit for living or sleeping accommodations.

No lease may be of less than an entire Unit or such part of a Unit that is constructed to be a separate and distinct space that is separately accessed and occupied by the lessee. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereto and to the rules and regulations promulgated from time to time by the Board and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. A copy of each lease shall be provided to the Board prior to the date of the commencement of the tenancy under that lease.

3.2.8 Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except:

- (A) on the Common Elements, signs regarding the name and address of the condominium development and name of the unit occupants and regulating the use of the Common Elements and use and occupancy of the Units according to rules and regulations promulgated by the Board;
- (B) within the Limited Common Elements regarding the safety and/or occupation of the Units or setting forth the name, address and other information for the Condominium;
- (C) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent.

All signs shall be in accordance with the Rules and Regulations promulgated by the Board and all signs shall be approved by the Board prior to installation.

3.2.9 Replacements. Any buildings erected to replace an existing building containing Units shall be of new construction, be of comparable size, design, and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically provided otherwise herein, there shall not be constructed or maintained on any portion of the Common Elements not presently devoted to commercial office buildings, anything other than facilities for the common use of all Units.

3.2.10 Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Elements, which may impair the structural integrity of any of the Condominium Property.

3.2.11 Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities, no structure, planting, or other material (except such as exist at the time of this Declaration or as installed by Declarant) shall be placed or permitted to remain unless first approved by the Board. The Board shall not approve the installation of any item 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 easements areas unless suitable accommodations therefore are pre-approved by the Board. 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.

3.2.12 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or on the Common Elements.

3.2.13 Rubbish and Objects in Common Elements. No articles of any kind shall be hung out or exposed on any part of the Common Elements and the same shall be kept free and clear of rubbish, debris, and other unsightly materials. All trash, garbage, or other rubbish shall be deposited only in accordance with rules and regulations established by the Board.

3.2.14 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the normal and usual commercial rate of insurance of the building or contents thereof. No Unit Owner shall permit anything to be done or kept in the Unit, the Limited Common Elements appertaining thereto, or in the Common Elements that will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any law, statute, ordinance, rule, or regulation. No waste shall be committed upon any part of the Condominium Property. Each Unit owner shall be obligated to maintain and keep their own Unit in good order and repair.

3.2.15 Obstruction of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board except as hereafter expressly provided.

3.2.16 Alteration of Common Elements. Nothing shall be altered or constructed upon or removed from the Common Elements except as hereinafter provided. In no event shall construction or additions be made to a Unit that encroach upon the Common Elements or within Limited Common Elements which are associated with a particular Unit, except after written consent by the Board and in accordance with its rules and regulations. No additions, which will alter the boundaries of a Unit, shall be made except after an amendment of this Declaration as provided in Section 18.1(i) below.

3.2.17 Pollution Control. Unit Owners may not use any salt or chemical compounds for the purpose of melting snow or ice on any part of the Condominium Property or apply fertilizers or weed/insect control chemicals to any part of the Condominium Property without first obtaining written approval of the Board.

3.2.18 Conveyances. Each Unit shall be conveyed 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. The right of a Unit Owner to sell, transfer, 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 control and accurate records of the names and addresses of Unit Owners, each Unit Owner shall notify the Association of the name, address and other contact information as determined by the Board, in writing, at least five (5) days prior to an interest in that Unit Owner's Unit is to be transferred to another person. In addition, each Unit Owner shall provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents, all amendments thereto, all current rules and regulations, and pay all past due assessments, fees and charges prior to or at closing on the sale of the Unit.

3.2.19 Discrimination. No action shall at any time be taken by the Association or its Board that in any manner would illegally discriminate against any Unit Owner in favor of another.

3.2.20 Architectural Control. Except for construction and installations by the Declarant, no building, fence, wall, sign, or other structure shall be commenced, constructed, erected, or maintained upon the Condominium Property, or any part thereof, nor shall any exterior additions to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, layout, materials, color, and location of the same shall have been submitted in writing to and approved in writing by the Board or its designated representative. Except for construction and installations by Declarant, the Board shall have sole discretion as to the

harmony of the external design, color, and location of the structure or improvement. 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, a denial of same shall will be deemed to have been given.

3.2.21 Arbitration. In the event of any dispute between Unit Owners as to the application or enforcement of this Declaration or any of the Condominium Documents or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board 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 designate an arbitrator to hear such evidence on the dispute as the arbitrator deems proper and render a written decision on the matter to each party within thirty-(30) days thereafter. No action in a court of law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had. The disputing parties shall equally share any cost of the arbitration including the cost and fees of the arbitration. If the party filing an action in court does not have the decision of the arbitrator reversed in their favor into material and substantial extent, then such party shall be liable to pay the attorney fees and litigation expenses of the other party.

In the event of a dispute involving a Unit Owner and the Association, the Arbitration shall not only be mandatory but also binding. The type of arbitration shall either be with one arbitrator under the rules of the American Arbitration Association (AAA) or similar organization or by a panel of three (3) arbitrators with each party selecting one arbitrator and the first two (2) arbitrators so chosen shall select the third (3rd) arbitrator. Each party shall pay the cost of the arbitrator they select and the parties shall equally share the cost of the third (3rd) arbitrator. The party first filing shall select the type of arbitration. All arbitrators so chosen, whether under AAA or otherwise, shall have significant commercial condominium experience in the type, style and price ranges of these condominium units. All questions regarding the arbitrability of a dispute or issue shall be determined by the arbitrator(s). All arbitrations shall operate under the commercial or real estate rules, as applicable, of the American Arbitration Association and shall take place within thirty (30) days after the selection of the arbitrator(s) and the arbitrator(s) shall be selected within forty-five (45) days after the demand for arbitration is made and the arbitrator(s) shall render a decision within thirty (30) days after the conclusion of the taking of evidence. Any lessee of a unit or other person claiming an interest in a unit or a right to occupancy or having access to a unit shall be deemed to have consented to and be bound by Section 3.2.21 arbitration provisions.

ARTICLE IV

Improvement Descriptions

4.1 The Condominium is one (1) commercial building containing three (3) units and one storage building. The building are located as shown on the Condominium Drawings attached hereto as Exhibit "B."

4.2 Unit Construction and Design.

- (A) The square footage for each Unit is as follows:
 - 1. Unit #100 is 1,431.90 square feet
 - 2. Unit #200 is 2,165.15 square feet
 - 3. Unit #300 is 3,023.37 square feet
- (B) The Units are in a building of frame construction and is one story with a flat roof and no basement.
- (C) All Units shall contain at least one restroom, a suspended ceiling, and a concrete floor.
- (D) All Units shall have a separate electric panel for electric supply, a water heater and a HVAC unit.
- (E) All Units contain interior partition walls and other build outs by the Owners prior to this conversion to a condominium.
- (F) All Units have a utility room but one has the utility room adjacent but not accessible from the interior of the Unit. Units 2 and 3 have the utility room accessible from the interior of the Unit.

4.3 The principal materials of which these buildings are constructed shall be concrete, wood stud framing, rubber roofs and exterior siding or other similar exterior materials, all of which are as privately constructed.

ARTICLE V

Units

5.1 Unit Designations. Each of the Units are designated by a number on the Drawings attached hereto as Exhibit "B" that indicates where that Unit is located. Each Unit shall have direct exit to a Common Element leading to a public street.

Information concerning the Units is shown on the attached Exhibit "D." The location and designation of each Unit is shown on the Condominium Plat and Drawings filed herewith and attached hereto as Exhibit "B."

5.2 A Unit Owner is entitled to association voting power as shown on Exhibit "E" attached hereto and to exclusive ownership and possession of the Unit and to an undivided ownership interest in the Common Element as shown on the attached Exhibit "F."

5.3 Unit Composition. Each Unit shall consist of the space in the building that is designated by that Unit's designation on the Drawings and bounded by the undecorated, interior surfaces of the perimeter walls, the unfinished surface of the concrete floor, and the unfinished surface of the ceiling, 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.

Without limiting the generality of the foregoing, each Unit shall include:

- (A) The studs and drywall/wallboard used to create the interior surface of the wall and all decorated surfaces including paint; lacquer; varnish; wallpaper; tile and other finishing material applied to floors; ceilings including ceiling grids, panels and other ceiling finish materials; decorative materials applied to interior and perimeter walls; carpet and all materials affixed to the structural concrete floors;
- (B) All windows and doors including the frames, thresholds, sashes, and jambs and the space occupied thereby and the hardware therefor;
- (C) 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 the utility pipes, lines or systems serving the entire building or more than one Unit including, without limiting the generality hereof, furnace, hot water heater, air-conditioning unit and components thereof, security equipment and systems, if any, serving only that Unit;
- (D) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits, wherever located, which serve only that Unit;
- (E) 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 herein, together with the space occupied thereby; and
- (F) All interior walls that are not necessary for support of the structure and all space encompassed thereby.

The Unit shall not consist of the following items, even though the item may be located within the bounds of a Unit:

- (H) Any supporting element of the building contained in any wall, fixtures and other parts of the building within the boundaries of a Unit that are necessary for the existence, support, maintenance, safety, or comfort of any other part of the Condominium property;
- (I) All vent covers, grills, plate covers, and other coverings of space which are not a part of a Unit as herein defined;
- (J) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, sump pumps, and accessories thereto, wires, ducts and conduits which serve any other Unit or Common Element;
- (K) Foundations; columns; girders; beams; supports; supporting walls; roofs; common halls, corridors, lobbies, stairs, stairways; fire escapes; entrances and exits of buildings;
- (L) Installations of central services including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; and
- (M) Elevators, sprinklers, tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.

Ownership of a Unit includes the right to exclusive possession, use, and enjoyment of the interior surfaces of the perimeter walls, floors, and ceilings and of the supporting walls, fixtures, and other parts of the building within its boundaries including the right to paint, tile, wax, paper, or otherwise finish, re-finish, or decorate the Unit.

Each Unit is subject to the right of access for the purpose of maintenance, repair, or service of any common element located within its boundaries or of any portion of the Unit itself by persons authorized by the Board. The Board shall not authorize maintenance, repair, or service of any portion of a Unit unless it is necessary, in the sole opinion of the Board, for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property.

A door is located in the wall separately in Unit 1 and Unit 2. That door is not for access between the units, but shall be considered part of the demising wall and may not be opened or used without the express permission of the owners of both Unit 1 and Unit 2.

ARTICLE VI

Common Elements, Limited Common Elements, and Exclusive Use Areas

6.1 Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings attached hereto as Exhibit "B" as a part of a Unit, are Common Elements. All other areas, facilities, places, and structures that are not part of a Unit including, but not limited to, the following are also Common Elements:

- (A) Streets, Driveways;
- (B) Storage building at 3032 West Tuscarawas Street;
- (C) Parking Lots; and
- (D) All other Community facilities and Condominium Property.
- (E) Water softening equipment and utility shut-off valves and related fixtures and equipment, even though located inside of a unit shall be part of the Common Elements.

6.2 Limited Common Elements. Those portions of the Common Elements that are labeled or designated "LCE" or "limited common elements" on the Drawings attached hereto Exhibit "B" or in the Declaration are Limited Common Elements. Limited Common Elements shall include, but not be limited to, all parking spaces designated for the use of a specific Unit to the exclusion of other Units, and all fixtures and components serving a Unit to the exclusion of other Units but located outside of such Units such as HVAC equipment and utility meters. LCE are those Common Elements that the Declaration designates as being reserved for use by a certain Unit or Units to the exclusion of other Units. The area where each Unit's HVAC equipment is located and side of the Unit shall be Limited Common Areas for the Unit served by the HVAC equipment.

6.3. Exclusive Use Elements. Exclusive Use Elements are Common Elements that are shown on the Drawings attached hereto as Exhibit "B" or that the Declaration reserves for delegation by the Board to the use of a certain Unit or Units, to the exclusion of other Units. The Drawings originally shall not show any parking spaces designated for the exclusive use of specific Units. The Board shall have the right from time to time to designate the number and location of specifically designated spaces for the exclusive use of a Unit or Units.

6.4 Undivided Ownership Interest. Each Unit Owner shall own an undivided interest in the Common Elements, which interest shall be approximately equal to the interest of all other Unit Owners. The percentage of interest in the Common Elements of each Unit is shown on the attached Exhibit "F."

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The Common Elements shall be owned by the Unit Owners as tenants-in-common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it pertains.

ARTICLE VII

Unit Owners' Association

7.1 Establishment of Association. The Unit Owners' Association of the Condominiums has been formed and a true copy of the By-Laws thereof is attached hereto as Exhibit "A." The Declarant is presently the sole member of the Association. All power and authority of the Unit Owners' Association shall be exercised by a Board of Directors, which the Unit Owners shall elect from among the Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

7.2 Officers. The Board of Directors shall elect a president, secretary, and treasurer. The offices of Secretary and Treasurer may be held by the same person. A Director need not be an owner of a Unit.

7.3 Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every Person who is, or has become, 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 who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit and transfer of a Unit shall automatically transfer membership to the transferee.

7.4 Voting Rights. There shall be one (1) vote for each Unit to be cast by the Unit Owner based on that Unit's percentage of ownership. If there is more than one (1) Unit Owner, the Unit Owners may cast their proportionate shares of the vote for their Unit as they choose provided that they have given notice to the Board of their election to do so in accordance with rules and procedures as set by the Board. The Unit Owner, or Owners, entitled to vote shall be the Unit Owner, or Owners, whose name appears on the deed. In the event of multiple Unit Owners, the Unit Owner whose name appears first on the deed shall be entitled to cast the vote for that Unit unless the Unit Owners have designated to the Board otherwise in accordance with rules and procedures as set by the Board.

7.5 Board of Directors. The Board initially shall be those three (3) persons named as the initial Directors pursuant to the provisions of the Articles of Incorporation or such other person or persons as may from time to time be substituted by the Declarants. The three (3) initial Directors shall serve until the next annual meeting of the Unit Owners Association.

Members of the Board designated by the Declarant need not be members of the Unit Owners Association; however, all other members of the Board must be members of the Unit Owners Association or a person designated by a member of the Unit Owners Association. In the event a Unit has multiple Owners, only one (1) of the Unit Owners may hold a position on the Board at any one time. All notices sent to the Unit Owners shall be sent to the Unit Owner whose name first appears on the deed unless the Unit Owner has designated in writing to the Secretary that all notices are to be sent elsewhere.

The terms of the three (3) Directors shall be staggered so that the terms of one-third of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors of the Director whose term then expires shall be elected to serve a three (3) year term.

7.6 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 to do all things and exercise all rights provided by the Condominium Organizational Documents or the Condominium Act of the State of Ohio that are not specifically reserved to Unit Owners.

7.7 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 shall be immediately terminable by the Association for cause upon written notice; shall be terminable by either party without cause and without penalty upon ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. 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 providing of 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.

ARTICLE VIII

Agent for Service

8.1 The name of the person to receive service of process for the Association, and that person's place of business which is in Stark County, Ohio, is: Michael S. Gruber, Statutory Agent, 6370 Mt. Pleasant St., N.W., P. O. Box 2985, North Canton, Ohio 44720-0985.

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

Maintenance and Repair

9.1 **Association Responsibility.** The Association shall maintain and repair all of the Common Elements including, but not limited to, utility lines in the Common Elements which service a common element, lawns, shrubs, trees, walkways, drives, parking areas, signs for the condominium development, and the structural portions and exterior portions of all buildings which are a part of the Common Elements and which do not constitute part of a Unit. The Association shall also be responsible to maintain and repair the Limited Common Elements in exclusive use areas including the designated parking spaces.

9.2 **Individual Responsibility.** Each Unit Owner shall repair and maintain the Unit and all components thereof, owned by that Unit Owner, and shall promptly report to the Association or its agent any defects or need for repairs to items which the Association is responsible to repair. Without limiting the generality of the foregoing, the repair and maintenance responsibilities of the Unit Owners shall be performed in such a manner so as not to unreasonably disturb other persons occupying the building, and shall not make any alterations in or to any portions of the Unit, the Limited Common Elements, or the Exclusive Use Area, or the buildings which are to be maintained by the Association or to the Common Elements 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 any part of the Condominium Property, without first obtaining the written consent of the Board or first obtaining an amendment of this Declaration as hereinafter provided, whichever is applicable. No Unit Owner or their tenant or anyone occupying their unit or on the condominium development property with their consent shall impair any easement without first obtaining the written consent of the Board and of the Owner or Owners for whose benefits such easements exist. In the event a Unit Owner shall fail to make any such repair or perform such maintenance or in the event the need for maintenance or repair of any part of the Common Elements, Limited Common Elements or the Exclusive Use Area is caused by the negligent or intentional act of any Unit Owner or occupant or occurs as a result of the failure of any Unit Owner or their predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law or the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary or has been so caused, shall be made by the Board.

Each Unit is subject to the right of access for the purpose of maintenance, repair, or service of a Common Element located within its boundaries, or of any portion of the Unit itself,

by persons authorized by the Board, if the Board determines it is necessary for public safety or in order to prevent damage or destruction to any other part of the Condominium Property or otherwise in compliance with this Declaration.

ARTICLE X

Utility Services

10.1 Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered, the cost thereof shall be a common expense and paid by the Association. Utilities which are not currently separately metered and which are Common Expenses are water, sanitary sewer, gas and trash removal.

ARTICLE XI

Insurance; Losses; Bonds

11.1 The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Elements against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property and in amounts 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 for not less than one hundred percent (100%) of the insurable value (based on replacement cost) of such buildings and structures, exclusive of the cost of foundations, footings, and excavations, as determined from time to time by the insurer.

This insurance:

- (A) May provide for built-in or installed improvements, fixtures, and equipment, and shall provide for coverage of interior and support walls, windows, and doors and the frames, thresholds, sashes, jambs, and hardware therefor;
- (B) Shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rate of B/VI, or better, or, if Class V, has a general policy holder's rating of at least BBB+ as determined by the then latest edition of Best's Insurance Reports, or its successor guide;
- (C) Shall be written in the name of the Association for the use and benefit of the Unit Owners who, if possible without excessive additional premiums in the discretion of the Board, shall be added as additional insureds;

- (D) Shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear; and
- (E) Unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers, and Directors, and all Unit Owners.

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 their 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 Owner's Unit undivided interest in the Common Elements. If the premium is not paid by the Unit Owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

11.2 Liability Insurance. Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, the Directors, and the Unit Owners and occupants, with such limits as the Board may determine, but not less than \$1,000,000.00 per occurrence, against claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location, and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners.

11.3 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.

11.4 Unit Owners' Insurance. Any Unit Owner or occupant shall carry such 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 other insurance, who 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 may 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 that if the Association obtains insurance for permanent

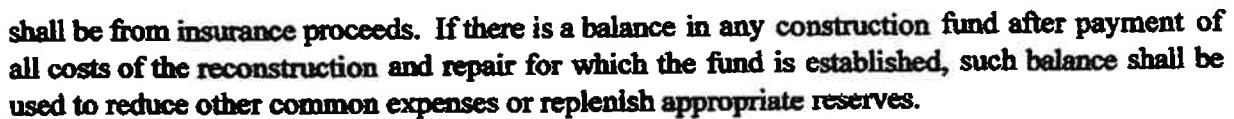
improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants" improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and occupants.

11.5 Sufficient 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 insured against and the proceeds of a policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken by the Association, and the insurance proceeds shall be applied by the Board in payment therefore provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration, or reconstruction shall not be undertaken.

11.6 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 destruction from any cause or peril 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 holders of first mortgages, 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 Areas. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost 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 as an assessment, and if not paid, may be enforced in the same manner as herein provided for nonpayment of assessments.

11.7 Procedure for Reconstruction or Repairs. Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain a reliable and detailed estimate of the cost to replace the damaged property in a condition as good as that immediately before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

The insurance proceeds and any other sums collected, including but not limited to special assessments against the Unit Owners on account of such casualty and funds in any appropriate reserves, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair



ARTICLE XII

12.1 Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in any one of the buildings included in the Condominium Property, the Unit Owners who own Units in the building which was damaged or destroyed may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of the Unit Owners owning units in that building, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of the Units subject to mortgages held by eligible holders of mortgages appertain in that building, determine not to repair or restore such damage or destruction. In such an event, that part of the Condominium Property shall be sold in a partition action, subject to the right of purchase by the Unit Owners Association as set forth below.

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Instr: 200002040004007 02/04/2000
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Rick Campbell 2:43PM CORD
Stark County Recorder T20000000004

Owners owning a Unit in the building containing the damaged or destroyed units sign and submit to the Board a document objecting to the selected appraiser then the appraiser shall be selected by a Probate Court Judge for Stark County, Ohio.

In the event of an election to repair and restore the substantial damage or destruction, the proceeds of insurance paid to the Association and shall be used to repair and restore the Common Elements and Limited Common Elements in the building. In the even the insurance proceeds are insufficient to repair and restore the Common Elements and Limited Common Elements in that building, the Unit Owners in that building shall each be assessed an amount necessary to complete the restoration and repairs. Each Unit Owner in that building shall be individually and solely responsible for any repairs or restorations to their Unit.

12.2 Rehabilitation and Renewal. The Association, with the consent of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Unit Owners, and with the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of the Units subject to mortgages held by eligible holders of mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII

Eminent Domain

The following provisions shall control all takings of the Condominium Property through the exercise of the power of eminent domain, to the extent permitted by law.

13.1 Notice and Participation. If all or any part of any Unit or of the Common Elements shall be taken, injured, or destroyed by the exercise of the power of eminent domain, each Unit Owner and approved mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

13.2 Total Taking of Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration then unless the decree otherwise provides: (i) the Unit's voting power shall upon the taking completely terminate, and (ii) the Unit's entire percentage interest in the Common Elements and in the common surplus and expenses shall automatically be reallocated to the remaining Units in proportion to their respective percentage interests before the taking; and (iii) the Board shall promptly record an amendment to this Declaration reflecting the reallocations. Any remnant of the Unit remaining after part of a Unit is taken under this section is thereafter a Common Element. The award attributable to such a taking of a Unit shall be paid to the Unit Owner(s) whose Unit(s) were subject to said taking, in accordance with the terms of Paragraph 13.4 below.

13.3 Partial Taking of Unit. Except as provided in Paragraph 13.2 above, if part of a Unit is acquired by eminent domain, Paragraph 6.3 of ARTICLE VI hereof shall be amended upon the taking to reallocate the proportionate interests in the Common Elements and in the common surplus and expenses which the owners of all Units will have immediately after such acquisition in accordance with the method for determining percentage interest set forth in said Paragraph 6.3 of ARTICLE VI, and the Board shall promptly record an Amendment to this Declaration reflecting the reallocations. The award attributable to such a taking shall be paid to the Unit Owners whose Units were subject to said partial taking in accordance with the terms of Paragraph 13.4 below.

13.4 Taking of Common Areas. If part of the Common Elements is acquired by eminent domain, the award attributable to such taking shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements either to the general fund of the Association or among the Unit Owners in proportion to their respective percentage interest in the Common Elements before the taking, but the portion of the award attributable to the acquisition of a portion of the Limited Common Elements shall be divided equally among the owners of the Units which such Limited Common Elements benefited at the time of the acquisition.

13.5 Agency and Power of Attorney. The Association is hereby constituted and appointed agent for all Unit Owners and their mortgagees, with full authority to negotiate and make binding settlements on behalf of and in the name of said Owners and mortgagees concerning the value and extent of all takings of Common Elements by any agency or entity exercising the power of eminent domain; provided, however, that the Association shall be authorized to make such binding settlements only with the consent of at least fifty-one percent (51%) of all approved mortgagees holding a first mortgage on any Unit(s) so taken.

13.6 Mortgagee's Rights. In the event any Unit or the Common Elements, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit Owner of the net proceeds of any award or settlement. Each Unit Owner shall give the holder of a first mortgage on that Owner's Unit timely written notice of such proceeding or proposed acquisition.

ARTICLE XIV

Grants and Reservations of Rights and Easements

14.1 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 of access to and from his, her, or its 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 parking facilities. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to that Unit Owner's occupants, tenants, employees, and invitees.

14.2 Easement for Parking. Easements are hereby declared and created for ingress and egress into and from each Unit Owner's parking area for the benefit of said Unit Owner and his guests and invitees. No other Unit Owner or Unit Owner's invitee, assign and/or guest shall block or deny access, ingress or egress of another Unit Owner to said Unit Owner's parking area. Further, easements are hereby declared and created for the benefit of all Unit Owners and their invitees and guests to park automobiles, for a period of time as determined by rules and regulations promulgated by the Board, in designated parking areas in the Common Elements.

14.3 Right of Entry for Repair, Maintenance, and Restoration. The Association shall have a right of entry and access to, over, upon, and through all of the Condominium Property, including each Unit, 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.

14.4 Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments from any other Unit and from the Common Elements created or arising by reason of overhangs; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings or original construction. Valid easements for these encroachments and for the maintenance of same, so long as the encroachments remain, shall and do exist.

14.5 Easements for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of or benefit to another building, utility line, or improvement on another portion of the Condominium Property shall be burdened with an easement for the benefit of all other such buildings, utility lines, improvements, and other portions of the Condominium Property.

14.6 Easements for Utilities. There is hereby created upon, over, and under all of the Condominium Property easements to the Association for ingress to and egress from and the installation, replacement, repair, and maintenance of all utilities including, but not limited to, water, sanitary and storm sewer, gas, telephone, electricity, security systems, and all cable lines. By this easement, it shall be expressly permissible for the Association to grant to the providing utility company permission to construct and maintain the necessary poles, equipment, wires, circuits, conduits and related items on, above, across, and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits and related items do not unreasonably interfere with the use and enjoyment of the Condominium property. Any dispute as to the

"reasonableness" of any interference shall be determined by the Board in its sole discretion. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

14.7 Easement for Services. A nonexclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, to the local governmental authorities, and to the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

14.8 Easements Reserved to Declarant.

- (A) Declarant hereby reserves, for the maximum period permitted by law, on its own behalf and on behalf of its successors and assigns, and any party now or hereafter having any interest in the additional property described in Exhibit "F", the right and easement to enter upon the Condominium Property in order to install, maintain, repair, and replace pipes, wires, antennas, cables, towers, conduits, and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer or surface drainage, electrical, gas, telephone, cable television, and other utility or quasi-utility services to and for part or all of the additional property; the right and easement to extend and tie into main line utility and service lines in the Common Elements as permitted by public authorities and any utility company involved and to extend such lines into the additional property to service the same; the right and easement to use such pipes, wires, antennas, cables, towers, conduits, and other lines and facilities for the applicable services. Any utilization of the foregoing rights and easements reserved, however, shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization. The easements herein reserved shall be enforceable whether or not for the additional property or a part thereof which has been brought into the Condominium.
- (B) Declarant hereby reserves to itself, its successors and assigns, for the benefit of all lands within the Condominium, an easement for access to and use of the storm and sanitary sewers within all public utility rights-of-way.

14.9 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, and runs with the land, and is coupled with an interest.

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

ARTICLE XV

Assessments and Assessment Liens

15.1 Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each 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 to the Association (a) annual operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

15.2 Purpose 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.

15.3 Annual Operating Assessments.

- (A) Prior to the closing by the 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:
- (1) The estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
 - (2) The estimated next fiscal year's cost for insurance and bond premiums to be provided and paid for by the Association;
 - (3) The estimated next fiscal year's cost for utility services not separately metered;
 - (4) The estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - (5) An amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital 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

- (6) 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, fees for legal and accounting services, 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 any other costs constituting common expenses not otherwise herein specifically excluded.
- (7) The assessments levied by the Association for maintenance of Common Elements and for general association administration expenses.
- (B) The Board shall allocate to each Unit that Unit's share of the Common Expenses, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby shall establish the annual operating assessment for each Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.
- (C) 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 for any such installments shall be established by the Board and, unless otherwise provided, the Association shall collect the dues on or before the first day of each month from the Unit Owner an equal monthly pro-rata share of the annual operating assessment for that Unit. The Board shall have the right to set discounts for the prepayment of assessments.
- (D) 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.
- (E) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

15.4 Special Assessments.

- (A) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements to the Common

Elements to the extent that reserves therefor are insufficient; notwithstanding the same, new capital improvements (not replacing existing improvements) shall not be constructed nor funds assessed without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

- (B) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to pay any expenses as determined by the Board and not included in the annual operation assessment provided, however, that any special assessment pursuant to this Section in excess of Twenty-five Thousand Dollars (\$25,000.00) shall require the approval of a majority of the Unit Owners.
- (C) Any such assessment shall be prorated among all 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.

15.5 Special Individual Unit Assessment. 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 a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines after written notice of the same has been sent to the Unit Owners. Additionally, during the first year of the Condominium's existence and until such time as real estate taxes and assessments are split into separate 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 their 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 the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

15.6 Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein and written notice of the amount thereof is sent by the Board to the Unit Owner at least ten (10) days prior to the date thereof or the due date of the first installment thereof, if to be paid in installments. Written notice mailed via U.S. Mail or hand 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 the last designated address shall constitute notice to that Unit Owner.

15.7 Effect of Nonpayment of Assessment Remedies of the Association.

- (A) If any assessment or any installment of any assessment is not paid when due, the Board, at its option, without demand or notice may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law or at such lower rate as the Board may from time to time determine, and (iii) charge administrative late fees and enforcement fees in accordance with a schedule as determined by the Board, and (iv) collection costs, and attorney fees associated with the unpaid assessment.
- (B) The Unit Owners' Association shall credit payments made by the Unit Owners in the following order:
 - (1) First, to administrative and enforcement fees owed to the Association;
 - (2) Second, to the collection costs and attorney fees;
 - (3) Third, to the interest owed to the Association;
 - (4) Fourth, to the amounts the Unit Owners owe the Association for penalties or fines; and
 - (5) Fifth, to all other amounts the Unit Owners owe to the Association.
- (C) Annual operating and special assessments, together with interest, costs and fees, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made from the date the assessment is approved by the Board until paid in full.
- (D) 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, 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 County Recorder's Office, 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 subject to any subsequent adjustment for all assessments and any other amount coming due for the Unit Owner to the Association including, but not limited to, any unpaid interest, administrative late fees, enforcement assessment, collection costs and attorney fees, and shall be signed by any officer of the Association.



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- (E) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien 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 discharge the lien. The lien may be renewed and extended as permitted by law.
- (F) Any Unit Owner who believes that an assessment chargeable to their Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, shall first bring an arbitration proceeding in accordance with Section 3.2.21 hereof, but if the decision in that arbitration is not satisfactory to the Unit Owner, the Unit Owner may bring an action in the Court of Common Pleas of Stark County, Ohio, for a review of the arbitration decision. The action shall not be a "*de novo*" review by the court of the arbitration proceeding. It shall be a review of the decision to the same extent as a district court of appeals reviews a decision of a common pleas court using an "abuse of discretion" standard. 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 provide for a discharge of record of all or a portion of that lien upon payment of any amounts found due to the Association.
- (G) Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Unit Owner or Unit Owners who owned the Unit at the time the assessment fell due and the Owner's successors in title, and the right of the Association to a lien against that Unit or to foreclose any lien thereon for those delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer and but shall continue unaffected thereby.
- (H) The Association, as authorized by the Board, in addition to filing the lien as provided herein may bring an action at law or equity 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 to the Association during the pendency of such action and the Association, as plaintiff, shall have the right to become a purchaser at the foreclosure sale.
- (I) In any action by the Association to collect such sums due the Association, interest, costs of such action, and attorneys' fees shall be added to the amount of any amount found due to the Association.
- (J) No Owner may waive or otherwise escape liability for the assessments or other fees and costs provided for in this Declaration

by non-use of the Common Elements, or any part thereof, or by abandonment of their Unit.

- (K) In the event a Unit Owner fails to pay the assessments when due, the Unit Owner shall have no right to vote at any meeting held for the Unit Owner Association until such time as the Unit Owner has paid all assessments, fines, costs or fees.
- (L) The Board shall have the right to remove designated parking spaces for a Unit Owner who has failed to pay their assessments and to deny the Unit Owner the right to use any designated parking spaces. The Board shall have the right to relocate said spaces.
- (M) The Board shall have the right to deny the Unit Owner access to and use of their unit in the event the Unit Owner fails to pay their assessment.

15.8 Certificate Regarding Assessments. The Board shall, upon demand and 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 subject to collection of any un-cleared checks or credit card payments.

ARTICLE XVI

Notices to Mortgagees

16.1 Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely, written notice by the Association of the following:

- (A) Any proposed amendment of the Condominium Organizational Documents effecting a change in (i) the boundaries of any Unit, (ii) the undivided percentage of interest in the Common Elements appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (iii) the purposes to which any Unit or the Common Elements are restricted;
- (B) Any proposed termination of the Condominium as a condominium regime;
- (C) Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- (D) Any significant damage 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 decision by the Association to construct new capital improvements or not replacing existing improvements;
- (H) Times and places of Unit Owners' meetings; and
- (I) 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 or insurer and when the default has not been cured in sixty (60) days.

ARTICLE XVII

Amendments

17.1 Power to Amend. Except as herein provided, amendment of this Declaration (or the other Condominium Organizational Documents) shall require (i) the consent of the Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, and (ii) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

- (A) Except as otherwise provided in the Declaration, the consent of all Unit Owners shall be required for any amendment affecting a change in:
 - (1) the boundaries of any Unit;
 - (2) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
 - (3) the number of votes in the Association appertaining to any Unit; or
 - (4) the fundamental purposes to which any Unit or the Common Elements are restricted;
- (B) The consent of Unit Owners exercising not less than 80% of the voting power of Unit Owners and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium; and
- (C) In any event, the Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit, is deemed to and does hereby give and grant to the 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, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by lenders or to satisfy securitized mortgage pool requirements provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors or omissions, the correction of which would not impair the interest of any Unit Owner or mortgagee; and further 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.

(D) The Declarant also reserves the right and power to amend this Declaration in any part or in its entirety at any time prior to the closing of the first Unit sold.

(E) Relocation of Boundaries.

(1) 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:

(a) The Owners of the adjoining Units shall submit to the Board of Directors of the Unit Owners' 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 due and payable.

(b) 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.

(2) Unless the Board of Directors 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:

- (a) Identification of the affected Units;
 - (b) Words of conveyance between the Owners of the Units;
 - (c) 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.
- (3) 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:
 - (a) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;
 - (b) The dimensions and identifying number of each Unit that results from the relocation and reallocation.
- (F) Existing liens automatically shall attach to each Unit that results from the relocation and reallocation and shall automatically be released from any part of the building that is no longer part of the Unit.
- (G) Without a vote of the Unit Owners, the Board of Directors may amend the Declaration in any manner necessary for any of the following purposes:
 - (1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the veterans' administration, and similar institutions;
 - (2) To bring the Declaration into compliance with this Section 5311.05 of the Ohio Revised Code;
 - (3) To correct clerical or typographical errors or obvious factual errors in the Declaration or an Exhibit to the Declaration;
 - (4) To designate a successor to the person named to receive service of process for the Unit Owners' Association. If the Association is incorporated in this state, this may be accomplished by filing with the Ohio Secretary of State an appropriate change of Statutory Agent designation.

17.2 Method to Amend. An amendment to this Declaration, the Drawings, or the Bylaws, adopted with the consents hereinbefore provided, must be in writing, executed with the same formality as this Declaration and signed by two officers of the Association, and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions and shall be effective upon the filing of the same with the Auditor's Office and Recorder of Stark County, Ohio.

ARTICLE XVIII

General Provisions

18.1 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.

18.2 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 rights, restrictions, conditions, covenants, easements, reservations, liens, and charges, including the award of court costs and reasonable attorney fees, set forth herein or in the Bylaws 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 right, 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 cost 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 Revised Code of Ohio), by a single independent arbitrator selected by the Board.

18.3 Additional Remedies of the Association. If any of the terms, conditions and restrictions set forth herein or in the Condominium Bylaws are violated, then after notice and opportunity of hearing, the Board of Directors may suspend or withdraw a violating party's

privileges to use any community and/or recreational facilities and/or Limited Common Elements which are part of the Condominium Property; suspend the voting rights of a violating party until such time as the Unit Owner has cured the default; enter upon the land or Unit or portions thereof where the violation or breach thereof exists without being deemed guilty of trespass; and, at the expense of the defaulting party, summarily abate and remove any structure or condition constituting the violation; fine the violating party in an amount which may include a charge in the nature of a penalty and may remove or relocate a Unit Owner's designated parking space until such time as the Unit Owner has cured the default; and, in the event that the Board determines that a violation is flagrant or repeated, require the violating party to give surety for future compliance.

If any Owner (either by his own conduct or through the conduct of any occupant or tenant of his Unit) shall be guilty of a violation of any of the covenants, restrictions, or provisions of this Declaration, of the Bylaws, or of the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request for the Board to cure such violation, then the Board may file an action against the defaulting Unit Owner or resident for a decree of mandatory injunction against such Unit Owner or resident; or in the alternative, may issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit. Thereupon with the prior consent in writing of any approved mortgagee having a security interest in the Unit owned in whole or in part by the defaulting Owner (which consent shall not be unreasonably withheld), the Board may file an action for a decree declaring the termination of the defaulting Owner's right to occupy, use, or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges, any unpaid assessments, and other amounts as provided for in this Declaration and in the Bylaws, and any other liens, may be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of possession for the purpose of acquiring possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, the Bylaws and all Rules and Regulations of the Association.

18.4 Controlling Provisions. All inconsistencies between or among the permissive provisions of any statute and any provisions of this Declaration and the Bylaws shall be resolved in favor of the Declaration and these Bylaws. In the event of any conflict or inconsistency

between the provisions of the Declaration, the Articles of Incorporation, or the Bylaws of the Association (other than inconsistencies between permissive provisions of the Declaration and provisions of the Articles or Bylaws, which shall be resolved in favor of the Articles or Bylaws), the terms and provisions of the Declaration shall prevail; and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments to the Articles or Bylaws as will remove such conflicts or inconsistencies.

18.5 Rule Against Perpetuities and Restrictions on Alienation. If any of the privileges, covenants, or rights created by this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only for twenty-one (21) years.

18.6 Severability. Invalidation 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 of the State of Ohio, 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.

18.7 Gender and Grammar. The singular wherever used herein 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, other legal entities, to men or women, shall in all cases be assumed as though in such case fully expressed.

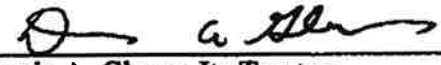
18.8 Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

WHEREOF, the undersigned, being all the Partners in Medical Properties Group Partnership have executed this instrument this on this 9 day of January, 2009.

DECLARANTS:

MEDICAL PROPERTIES GROUP
PARTNERSHIP, an Ohio General
Partnership

DENNIS A. GLAZER AND MARIANNE
L. GLAZER TRUST

By: 
Dennis A. Glazer, Its Trustee

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Stark County Recorder T200902240004


Stanley Bertman, M.D.
STANLEY BERTMAN, M.D.

Sajid Q. Chughtai, M.D.
SAJID Q. CHUGHTAI, M.D.

STATE OF OHIO, COUNTY OF STARK: ss

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the above-named Dennis A. Glazer and Marianne L. Glazer Trust by Dennis A. Glazer, its Trustee who executed the foregoing instrument and acknowledged that the same is his free act and deed and the free act and deed of said Partnership


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 9 day of January, 2009.

Michael S. Gruber
Notary Public
MICHAEL S. GRUBER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Under Section 147.03 R.C.

STATE OF OHIO, COUNTY OF STARK: ss

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the above-named Stanley Bertman, M.D. who executed the foregoing instrument and acknowledged that the same is his free act and deed and the free act and deed of said Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 9 day of January, 2009.

Michael S. Gruber
Notary Public
MICHAEL S. GRUBER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Under Section 147.03 R.C.

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STATE OF OHIO, COUNTY OF STARK: ss

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the above-named Sajid Q. Chughtai, M.D. who executed the foregoing instrument and acknowledged that the same is his free act and deed and the free act and deed of said Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cash
Ohio, this 7 day of January, 2009.


Notary Public



MICHAEL S. GRUBER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Under Section 147.03 R.C.

This Instrument Prepared By:
Michael S. Gruber, Attorney at Law
Zollinger, D'Atri, Gruber, Thomas & Co.
P.O. Box 2985
6370 Mt. Pleasant Street NW.
North Canton, Ohio 44720-0985
Phone: (330) 497-2886
LindaHD/ClientFolderMSG/Glazer/3030WTusc/090106

Instr: 200902040004007 02/04/2009
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EXHIBIT "A"

3030 W. TUSC OFFICE CONDOMINIUMS OWNERS' ASSOCIATION

BY-LAWS

The within By-Laws are executed and attached to the Declaration of 3030 W. Tusc Office Condominiums (Stark County, Ohio), pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and these By-Laws. All present or future owners or tenants or any other person who might be subject to the covenants, provisions, or regulations contained in the Declaration and these By-Laws shall be subject to any restrictions, conditions or regulations hereafter adopted by the Directors which shall be called the Board of Directors of the Association. The mere acquisition of any interest or rental of any of the units located within the Condominium Property described in the Declaration or the mere act of occupancy of any Units shall constitute acceptance and ratification of the Declaration and these By-Laws and the Rules and Regulations adopted pursuant thereto.

ARTICLE I

The Association

Section 1. Name and Nature of Association. The name of this Association shall be 3030 W. Tusc Office Condominiums Owners' Association, and its sole purpose shall be to manage, govern and control 3030 W. Tusc Office Condominiums hereinafter sometimes referred to as "Condominium," and to carry out the purpose and intent of Chapter 5311 of the Ohio Revised Code.

Section 2. Membership. Each Unit Owner, upon acquisition of title to a unit, shall automatically be a member of 3030 W. Tusc Office Condominiums Owners' Association, hereinafter sometimes referred to as the "Association." Such membership shall automatically terminate upon the sale or other disposition of a Unit by a member, at which time the new Owner of the Unit shall become a member of the Association.

Section 3. Voting Rights. Each Unit shall have the number of votes equal to the percentage of ownership attributable to that Unit as set forth on Exhibit E to the Declaration of Condominium to be cast by the Unit Owner. If there is more than one (1) Unit Owner, the Unit Owners may cast their proportionate shares of the vote for their Unit as they choose provided that they have given notice to the Board of their election to do so in accordance with rules and

procedures as set by the Board. The Unit Owner, or Owners, entitled to vote shall be the Unit Owner, or Owners, whose name appears on the deed. In the event of multiple Unit Owners, the Unit Owner whose name appears first on the deed shall be entitled to cast the vote for that Unit unless the Unit Owners have designated to the Board otherwise in accordance with rules and procedures as set by the Board.

Section 4. Meetings of Members.

(a) **Annual Meeting.** The first annual meeting of the Unit Owners shall be held in Stark County, Ohio, at a place and time determined by the Declarants. Said first meeting shall be held no later than sixty (60) days after the Declaration of Condominium is filed for record. There shall be annual meetings of the Unit Owners held in Stark County, Ohio, in the first calendar quarter of each year, commencing in the year following the first meeting. At the annual meeting, the Unit Owners shall elect the necessary member or members of the Board for the year ensuing. At the annual meeting, any matters concerning the welfare of the Condominium may be discussed and referred to the Board for proper action. At the annual meeting, the President and Treasurer shall submit reports for the year just ending, which reports shall be read or given in writing to the Unit Owners. The annual meeting shall be presided over and conducted by the President, or in his absence, the Vice President.

(b) **Special Meetings.** Special meetings may be called by the President or by Unit Owners constituting at least twenty-five percent (25%) of the voting power by written notice mailed by regular mail or personally delivered, to each Unit Owner at least five (5) days before the time and place for such meeting as shown in such notice. Notice of such meeting may be waived in writing by those entitled to notice. Special meetings shall be presided over and conducted by the President or, in his absence, the Vice President. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

(c) **Quorum.** To constitute a quorum at the Annual or any Special meeting, at least fifty percent (50%) of the voting power must be present at such meeting in person or by proxy.

(d) **Proxy.** Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or her or their behalf shall be made in writing to the Secretary of the Association and shall be revocable at any time.

(e) **Actions In Writing Without Meeting.** Any actions, except removal of Board Members, that could be taken by Unit Owner at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater

proportion of the voting power as may be required by the Declaration and these By-Laws or by law.

ARTICLE II

Board of Managers

Section 1. Structure and Control. The Board shall initially be Dennis A. Glazer, M.D., Stanley Bertman, M.D., and Sajid Q. Chughtai, M.D.

At the initial meeting, the Unit Owners shall elect three (3) Board Members. The term of office of the three (3) Board Members so elected shall be as follows:

One (1) Board Member shall be elected for a term to expire at the annual meeting following his election;

One (1) Board Member shall be elected for a term to expire at the second annual meeting following his election;

One (1) Board Member shall be elected for a term to expire at the third annual meeting following his election;

Section 2. Number and Qualifications. The Board shall consist of three (3) persons, all of whom, except as otherwise provided, must be owners and occupants of a Unit provided, however if the Owner of a Unit is an entity, that shall have the right to designate a person to serve as a Director and Officer. However, a spouse of a Unit Owner who is not the owner of any fee interest in the Unit may be nominated and serve as an officer and member of the Board of Directors. No Unit may have more than one (1) representative on the Board at any one time. No Board Member appointed by an entity owning a Unit need be an occupant of a Unit.

Section 3. Election of Board Members, Vacancies. The Board Members shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Board Members. At a meeting of members of the Association at which Board Members are to be elected, only persons nominated as candidates shall be eligible for election as Board Members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, the vacancy created shall be filled by a special election held of the total membership to elect a member to fill the unexpired term of any vacancy. Said election to be otherwise as a regular election.

Section 4. Term of Office, Resignation. Each Board Member shall hold office for term of three (3) years or until his successor is elected or until his earlier resignation, removal from office, or death. Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of

the Association, such resignation to take effect immediately or at such other time as the Board Member may specify. Members of the Board shall serve without compensation.

Section 5. Powers and Duties of the Board. The Board shall have the duty to direct the management of the operation of the Condominium Property and exercise the powers of the Association, except as otherwise provided in these By-Laws or in the Declaration, and shall have such powers as shall be delegated to it by the Association.

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

Section 7. Regular Meeting. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board Members, but at least two (2) such meeting shall be held during each fiscal year.

Section 8. Special Meeting. Special meetings of the Board may be held at any time upon call by the President or a majority of the Board Members. Written notice of the time and place of each such meeting shall be given to each Board Member, either by personal delivery or by mail, telegram or telephone at least 24 hours before the meeting, which notice must specify the purposes of the meeting; provided, however, that attendance of any Board Member at such meeting, without protesting lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing, either before or after the holding of such meeting, by any Board Member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting. Provided the notice as provided herein is given and minutes of the meeting are kept and journalized in the Board Minute Book, meeting may be conducted by telephone or other process allowing simultaneous communication among all parties present.

Section 9. Actions Without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing of all of the Board Members. Such writing, signed by each Board Member, shall be filed with the minutes and proceedings of the Board.

Section 10. Quorum. A quorum of the Board shall consist of a majority of the Board Members then in office provided that a majority of the Board Members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote

of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 11. Removal. At any regular meeting of the members of the Association duly called, at which a quorum shall be present, any one or more of the Board Members may be removed. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 12. Bonding and Compensation. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common expense. Members of the Board shall serve without compensation.

Section 13. 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 shall be terminable by the Association immediately for cause; shall be terminable by either party, without penalty, on no more than ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and 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 any Owner or person designated by an Owner entity, from being employed as managing agent.

ARTICLE III

Officers

Section 1. Election and Designation of Officers. At the first meeting of the Board in each year (at which a quorum shall be present) held after the annual meeting of the Unit Owners' Association, the Board shall elect officers and employees as it shall determine. They may also appoint committees. The officers of the Association shall be a President, Vice President, and a Secretary /Treasurer. Officers shall not be required to be members of the Board.

Section 2. Term of Office, Removal, Vacancies. The officers of the Association shall be elected for a term of one (1) year by the Board and serve until their successors are elected and qualified. Any officer or employee elected or appointed by the Board, other than that of a Board Member, may be removed at any time upon a vote of a majority of the whole Board. Any vacancy in any office may be filled by the Board.

Section 3. Duties of Officers. The President shall conduct all meetings of the Association and the Board; the Vice President shall act in the absence of the President, the Secretary/Treasurer shall keep the minutes of the Association and Board meetings and shall handle the financial affairs of the Association, including deposits of funds, shall write and sign checks for the legitimate expenses of the Association as authorized by the Board, and prepare and maintain the records required by Ohio Revised Code Section 5311.09.

ARTICLE IV

Maintenance and Improvements

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for or billed directly by the person who provides the service or product to the Unit Owners, in proportion to each Unit Owner's interest in the Condominium, the following:

(a) **Utility Service for Common Elements.** Water, sewer, waste removal, electricity, telephone, heat, power, or any other necessary utility service for the Common Elements;

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

(c) **Liability Insurance.** A policy or policies insuring the Association, the member of the Board and the owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees or tenants) incident to the ownership and/or use of the Common Elements and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

(d) **Worker's Compensation.** Worker's Compensation insurance to the extent necessary to comply with any applicable law;

(e) **Wages and Fees for Services.** The services of any person or firm employed by the Association including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance of or operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements. Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Elements (but not including the limited Common Elements, and Exclusive Use Areas, if any, which the Owner benefits therefrom shall paint, clean, decorate, maintain and repair unless otherwise specified herein or by Board action), and such furnishing and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

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

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

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

(j) Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration and these By-Laws) having an annual total cost in excess of Five Thousand and 00/100 Dollars (\$5,000.00), nor shall the Association authorize any structural alterations,

capital additions to, or capital improvements of the Common Elements requiring the expenditure in excess of Five Thousand and 00/100 Dollars (\$5,000.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association;

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

(l) Miscellaneous. The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these By-Laws.

ARTICLE V

General Powers of the Association

Section 1. Powers of the Board. Unless otherwise provided in the Declaration or these By-Laws, the Unit Owners' Association, through the Board of Directors shall do the following:

(a) Adopt and amend budgets for revenues, expenditures, and reserves in a amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year, unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Unit Owners' Association;

(b) Collect assessments for Common Expenses from Unit Owners;

(c) 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;

(d) 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 Owners' Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(e) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(f) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;

(g) 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;

(h) Cause additional improvements to be made as part of the Common Elements;

(i) Purchase, encumber, and convey Units and, subject to any restrictions in the Declaration or By-Laws and with the approvals required by Section 5311.04(H)(2) or (3) of the Ohio Revised Code, 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.

(j) Acquire, encumber, and convey or otherwise transfer personal property;

(k) Hold in the name of the Owners' Association the real property and personal property acquired pursuant to Items (i) and (j) above;

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

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

(n) Impose interest and late charges for the late payment of assessments; impose returned check charges; and pursuant to Item (x) below, impose reasonable enforcement assessments for violations of the Declaration, the By-Laws, and the Rules of the Unit Owners' Association, and reasonable charges for damage to the Common Elements or other property;

(o) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments

(p) Subject to applicable laws, adopt and amend rules that regulate the termination of utility or other service to a commercial Unit if the Unit Owner is delinquent in the payment of an assessment that pays, in whole or in part, the cost of that service;

(q) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;

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

(s) To the extent provided in the Declaration or By-Laws, assign the Unit Owners' Association's rights to Common Assessments, or other future income, to a lender as security for a loan to the Unit Owners' Association

(t) 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;

(u) Purchase insurance and fidelity bonds the Directors consider appropriate or necessary;

(v) Invest excessive funds or funds not currently needed to meet expenses in investments that meet standards for fiduciary investments under Ohio law;

(w) Exercise powers that are;

1. Conferred by the Declaration or the By-laws of the Unit Owners' Association or the Board of Directors;
2. Necessary to incorporate the Unit Owners' Association as a not-for-profit corporation;
3. Permitted to be exercised in this state by a not-for-profit corporation;
4. Necessary and proper for the government and operation of the Unit Owners' Association.

(x) Prior to imposing a charge for damages or an enforcement assessment pursuant to Item (m) above, the Board of Directors 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 Owner has the right to a hearing before the Board of Directors to contest the proposed charge or assessment;
4. A statement setting forth the procedures to request a hearing pursuant to Item (y) below;
5. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(y) To request a hearing, the Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice required by Item (x) above. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to Item (x) above.

If a Unit Owner requests a hearing, at least seven (7) days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

(z) The Board of Directors shall not levy a charge or assessment before holding any hearing requested pursuant to Item (y) above.

(aa) The Unit Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in Item (n) above before imposing a charge or assessment.

(bb) Within thirty (30) days following a hearing at which the Board of Directors imposes a charge or assessment, the Unit Owners' Association shall deliver a written notice of the charge or assessment to the Unit Owner.

(cc) Any written notice that Item (x) above requires shall be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

Section 2. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration, these By-Laws, and as passed by the Board as it may deem

advisable for the maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or these By-Laws, the provisions of the Declaration and of these By-Laws will govern.

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

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or occupants as may desire to pay for the same, including without limitation, cleaning, repair and maintenance of units and provision of special recreational, educational or medical facilities. Reasonable fees for such special service and facilities shall be determined by the Board and may be charged directly to participating Owners or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 5. Contesting Real Property Taxes. The Association, through the Board of Directors, shall be empowered to act on behalf of consenting Unit Owners in bringing appropriate proceedings before the Board of Tax Revision to contest the assessed value for real estate tax purposes of any Unit(s) within the Condominium development. This authority shall include, but not be limited to, the authority to hire attorneys, experts or appraisers to institute or maintain such proceedings and any appeals from said proceedings. Provided, however, that the Board of Directors shall not have authority to settle or compromise any claims without prior written consent of the owner(s) of the unit(s) to which the claim pertains. The expense of any such proceedings shall be assessed against the consenting Unit Owners as a special assessment.

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

Section 7. Association's Right to Enter Units. The Association or its agents shall have the right of access to any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such right shall be exercised with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund. In the event of any emergency originating in or threatening any Unit, the Board, its management agent or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not.

ARTICLE VI

Determination and Payment of Assessments

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay their proportionate share of the expenses of administration, maintenance, and repair of the Common Elements and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board or the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall, on or before December 15th, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in the Declaration. On or before January 1st of the ensuing year, and the first of each and every month of said year or as the Board may otherwise direct, each Owner shall be obligated to pay the Association 1/12th of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be retained as reserves and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year

shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of each requirement shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore and such further assessment shall become effective and due with the next maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted amount.

Section 4. Budget for First Year. At the time of the filing of this Declaration, the Association shall determine the "estimated cash requirement," as hereinabove defined, for the remainder of the 2009 calendar year. Assessments shall be levied against the Owners during said period as provided in Section 2 of this ARTICLE VI.

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

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of any Owner duly authorized, in writing, at such reasonable time or times during normal business hours, as may be requested by the Owner. Upon ten (10) days' notice to the Board any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Any mortgagee holding a mortgage lien securing a Condominium Unit and/or any portion of the Common Elements shall have the right to inspect the books and records of the Association upon reasonable notice to the Board of Directors at such reasonable time or times during normal business hours.

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

Section 8. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, an audit or review shall be made by a certified public accountant. In addition and at any time requested by the Owners of at least fifty percent (50%) of the Units, including Developer if it be an Owner, the Board shall cause an additional audit to be made.

Section 9. Remedies for Failure to Pay Assessments. If an Owner is in default of the payment of the aforesaid charges or assessments for thirty (30) days, the Association may bring suit to enforce collection thereof and to foreclose the lien therefor as provided in the Declaration and there shall be added to the amount due the cost of said suit, together with interest and reasonable attorneys' fees and litigation expenses to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided shall be and become a lien or charge against the Unit ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may, from time to time, request in writing a written statement from the Board setting for the unpaid Common Expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within fifteen (15) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on any Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same priority as the lien of his encumbrance.

Section 10. Security Deposits from Certain Owners. If, in the judgment of the Board, the equity interest of any Owner (whether the original Owner or a subsequent purchaser or transferee) in his Unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 9 above, or otherwise) of all assessments, charges or other sums which may be levied by the Association then, whether or not such Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Owner to establish and maintain a security deposit in an amount which the Board deems necessary for such purpose provided, however, that such security deposit shall in no event exceed an amount which, when added to such Owner's equity interest in the purchased unit, will exceed twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any provisions of Chapter 5311 of the Ohio Revised Code or any covenants, terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in

Chapter 5311 of the Ohio Revised Code, the Declaration or these By-Laws. Upon any sale by such Owner of their unit or at such times as such Owner's equity in their unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Owner shall be refunded, provided that such Owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any Owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 9 above and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VII

General Provisions

Section 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any recorded mortgage or trust deed against any Unit ownership shall be given a copy of any or all notices permitted or required by the Declaration of these By-Laws to be given other Unit Owners whose Unit ownership is subject to such mortgage or trust deed.

Section 2. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 3. Notices of Mortgages. Any Owner who mortgages his Unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment cancellation or other alteration of the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units."

Section 4. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

ARTICLE VII

Board of Managers **Rules and Regulations**

Section 1. Adoption. The Board may adopt, by a vote of a majority of the members of the Board, Rules and Regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these By-Laws or those adopted by the members pursuant to ARTICLE V, Section 1 above.

Instr: 20000320-4000-4007
P: 57 of 65 F: 5532.00 02/04/2000
Rick Campbell 2:42PM COND
Stark County Recorder T20000003054

Section 2. Amendment. Such Rules and Regulations may be amended from time to time by a majority vote of the members of the Board or by a vote of more than fifty percent (50%) of the voting power of the Unit Owners' Association at the annual meeting of the same.

ARTICLE IX

Notices and Demands

Any notice by the Board to a Unit Owner shall be deemed to be given, and any demand upon an Owner shall be deemed by an Owner to have been duly made, if delivered in writing to such Owner personally or, if mailed, by regular mail, at any post office, addressed to such Owner at the Unit owned by such Unit Owner provided, however, said Unit Owner has not provided written notice to the Board of any other address said Unit Owner desires to substitute for the Unit address, in which case said notice address shall be used by the Board and any notice by a Unit Owner to the Board shall be deemed to be duly given and any demand upon the Board shall be deemed to have been duly made, if in writing, and personally delivered to an officer of the Unit Owners Association or written receipt of certified mail signed by an officer of the Unit Owners Association.

ARTICLE X

Definition

The definitions contained in the Declaration of Condominium Ownership of 3030 W. Tusc Office Condominiums, are hereby incorporated by reference, and apply to these By-Laws as if fully rewritten herein.

ARTICLE XI

Amendment

These By-Laws may be amended as provided in the Declaration.

IN WITNESS WHEREOF, the said Dennis A. Glazer and Marianne L. Glazer Trust, Stanley Bertman, M.D., and Sajid Q. Chughtai, M.D., Owners of all the Units in 3030 W. Tusc Office Condominiums, do hereby adopt these By-Laws effective this 9 day of January, 2009.

3030 W. Tusc Office Condominiums Owner Association

By: Dennis A. Glazer and Marianne L. Glazer Trust

By: *Dennis A. Glazer*
Dennis A. Glazer, Its Trustee

By: *Stanley Bertman, M.D.*
Stanley Bertman, M.D.

By: *Sajid Q. Chughtai, M.D.*
Sajid Q. Chughtai, M.D.

STATE OF OHIO, STARK COUNTY) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named 3030 W. Tusc Office Condominiums Owners Association, an Ohio Not-for-Profit Corporation, by Dennis A. Glazer and Marianne L. Glazer Trust by Dennis A. Glazer, its Trustee, Owner; Stanley Bertman, M.D., Owner; and Sajid Q. Chughtai, M.D., Owner; who acknowledged that they are the Owners of 100% of the interest in the corporation and that they did sign the foregoing instrument and that the same is their free act and deed individually and as Owners of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 9 day of January, 2009.

Michael S. Gruber
Notary Public

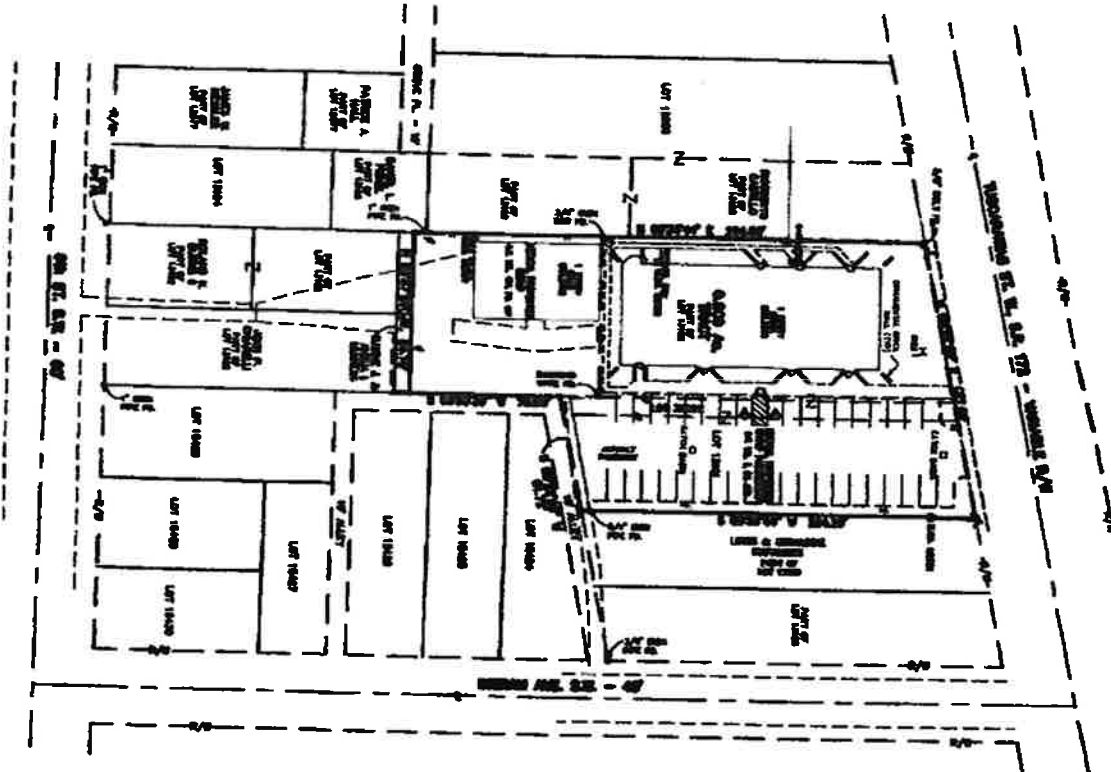
THIS INSTRUMENT PREPARED BY:
Michael S. Gruber, Attorney at Law
Zollinger, D'Atri, Gruber, Thomas & Co.
P.O. Box 2985
6370 Mt. Pleasant Street NW.
North Canton Ohio 44720-0985
(330) 497-2886



MICHAEL S. GRUBER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Under Section 147.03 R.C.

Instr: 200008260004057
P: 98 of 66 F: 9832.00 02/04/2000
Rick Campbell 2:43PM COND
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Instr: 200002240004087
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Bank 1/6/09
BANK OF AMERICA



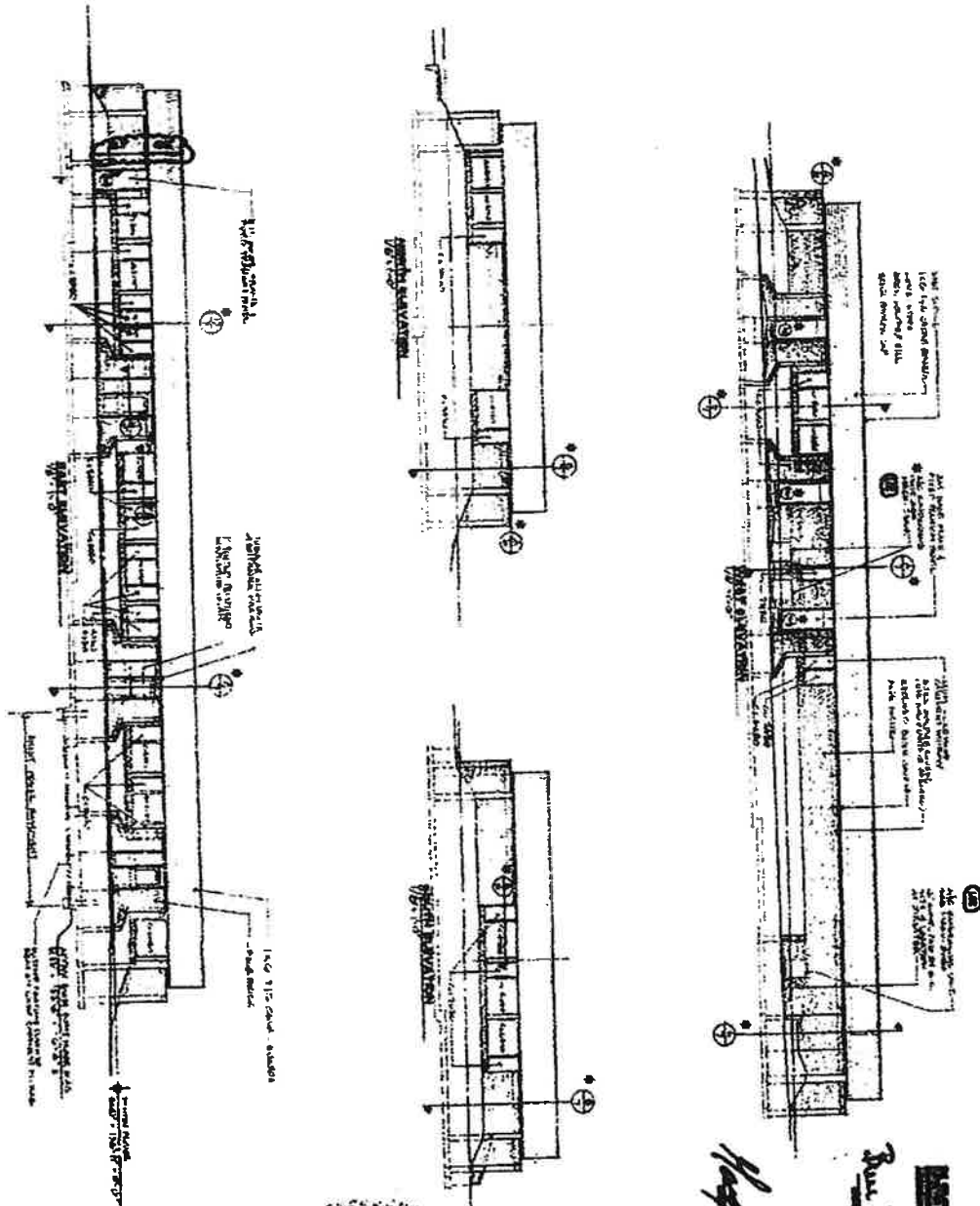
CONDENSERS PLAT
0.500 ACRE TRACT
2200 N. 10TH CONDENSERS
LOCATED IN ALL OF LOTS 13004 & 13004 &
PART OF LOT 13002, CHURCH STREET CO. GR

[illegible]

W



Instr: 280982040004007 02/04/2009
P: 61 of 65 F: 5532.00
Rick Campbell 2:43PM COND
Stark County Recorder T28098083064



Handwritten: Rick Campbell
1/14/09

| | | |
|--|---|---------------------------|
| | 0.000 ACRE TRACT | 100' x 100' x 100' x 100' |
| | LOCATED TO ALL OF LOTS 1201 & 1202 & PART OF LOT 1203, GREENE TOWNSHIP CO., OH. | |

Instr: 200802040004087 02/04/2009
P: 62 of 65 F: 5532.00
Rick Campbell 2:43PM CC#00
Stark County Recorder T20080000-3064

EXHIBIT "C"

LEGAL DESCRIPTION

Situated in the City of Canton, County of Stark and State of Ohio:

Tract 1:

Known as and being Lot No. Thirteen Thousand One Hundred Two (13102) in said City of Canton EXCEPTING 158 feet off the south end thereof and also EXCEPTING the following premises being a .623 acre tract.

Tract 2:

Known as and being all of Lots 13101 and 39081 and a part of Lot 13102 in the City of Canton, Stark County, Ohio, and being more particularly bounded and described as follows:

Beginning at a point marked by an iron pin found at the Northeast corner of Lot 13103 in the said City of Canton; thence N 85°22'20" E on a portion of the South right-of-way line of Tuscarawas Street West, a distance of 148.00 feet to a point marked by an iron pin set at the Northwest corner of Lot 13100 in the said City of Canton; thence S 6°34'10" W on the West line of said Lot 13100, a distance of 204.11 feet to a point marked by an iron pin set at the Southwest corner of said Lot 13100; thence S 85°23'38" W on the South line of Lots 13101 and 39081, a distance of 60.00 feet to a point marked by an iron pin set at the Southwest corner of said Lot 39081; thence N 06°34'15" E on a portion of the East line of Lot 13102, a distance of 20.00 feet to a point marked by an iron pin set; thence N 83°25'46" W, a distance of 86.23 feet to a point marked by an iron pin set on the East line of Lot 13103; thence N 06°32'20" E on a portion of the said East Lot line of Lot 13103, a distance of 167.00 feet to a point marked by an iron pin found at the Northeast corner of Lot 13103 in the City of Canton and being the true place of beginning and containing 0.623 acre of land more or less.

EXHIBIT "E"

ASSOCIATION VOTING POWER

| <u>Designation of Units</u> | <u>Unit Owners Association Voting Power</u> |
|-----------------------------|---|
| #100 | 21.9% |
| #200 | 32.7% |
| #300 | 45.4% |
| Total | 100% |



Instr: 200802040004087 02/04/2009
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Rick Campbell 2:43PM COND
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EXHIBIT "F"

OWNERSHIP INTEREST IN THE COMMON ELEMENTS

| <u>Unit Designation</u> | <u>Ownership Interest in the Common Element</u> |
|-------------------------|---|
| #100 | 21.9% |
| #200 | 32.7% |
| #300 | 45.4% |
| Total: | 100% |


Instr: 200902040004087 02/04/2009
P: 65 of 65 F: \$532.00
Rick Campbell 2:43PM COND
Stark County Recorder T20090203064

