9600014510
Filed for Record in
WAYNE COUNTY, OHIO
JANE CARMICHAEL
On 11-15-1996 At 08:41 am.
COND 172.80
Vol. 22 Page 383

9600014509
Filed for Record in
WAYNE COUNTY, OHIO
JANE CARMICHAEL
On 11-15-1996 At 08:41 am.
DCON 162.00
Vol. 48 Page 1

DECLARATION OF CONDOMINIUM

FOR

CROWN HILL CONDOMINIUM

by Crown Hill Development, Ltd.

Pursuant to Ohio Revised Code Chapter 5311

WHEREAS, Crown Hill Development, Ltd., an Ohio limited liability company (the "Declarant"), is the owner in fee simple of the land described below; and

WHEREAS, it is the desire of Declarant to submit such property and the improvements constructed thereon to the provisions of Chapter 5311 of the Ohio Revised Code (the "Ohio Condominium Act"), for condominium ownership;

THEREFORE, the Declarant hereby makes this declaration.

1 Legal description of land.

1.1 Situated in Orrville, Wayne County, Ohio, and bounded and described as follows:

See Exhibit A attached hereto.

1.2 Prior Instrument Reference: Volume 6, Page 925, Wayne County Deed Records.

2 Certain Definitions

In addition to any other definitions set forth in this Declaration, the following terms shall, for purposes of this Declaration, have the meanings indicated below:

2.1 "Additional Property" means the real property described in Exhibit B attached to this Declaration.

2.2 "Articles" means the articles of incorporation filed with the Secretary of State of Ohio, incorporating Crown Hill Condominium Unit Owners Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Ohio Revised Code, and any lawful amendments to those articles.

2.3 "Association" means Crown Hill Condominium Unit Owners Association, the Ohio corporation not-for-profit created by the filing of the Articles.

P.D. $8.00
Transferred 11-15-96
Jane Ann Flowden Auditor
DK/Deputy

2.4 "Board" and "Board of Managers" means those persons who, as a group, serve as the board of managers of the Association pursuant to the provisions of the Declaration, the Bylaws, the Articles, and the Ohio Condominium Act.

2.5 "Bylaws" means the bylaws of the Association, and any lawful amendments to those bylaws, created for the Condominium as required by the Ohio Condominium Act, and which also serve as the code of regulations of the Association pursuant to Chapter 1702 of the Ohio Revised Code. The Bylaws are attached to this Declaration as Exhibit C.

2.6 "Common Areas and Facilities" means all of the Condominium Property except those portions described in this Declaration as constituting a Unit or Units.

2.7 "Common Expenses" means those expenses designated as such in the Ohio Condominium Act, or in accordance with the provisions of the Condominium Documents, or both.

2.8 "Condominium" means the condominium form of ownership for the Condominium Property created under this Declaration, the Bylaws, the Articles and the provisions of the Ohio Condominium Act.

2.9 "Condominium Documents" means this Declaration, the Articles, the Bylaws, and the Drawings attached hereto as Exhibit D.

2.10 "Condominium Property" means the real property described in Exhibit A attached to this Declaration. Upon any expansion of this Condominium pursuant to this Declaration the term "Condominium Property" shall be deemed to include any portion(s) of the Additional Property added to the Condominium. The Condominium Property also includes all present and future buildings, fixtures, improvements and structures located on the real property and all easements, rights, privileges and appurtenances belonging to the real property. The Condominium Property encompasses all of the Units and all of the Common Areas and Facilities.

2.11 "Drawings" means the drawings for the Condominium filed simultaneously with the submission of this Declaration for recording, copies of which are attached to this Declaration as Exhibit D.

2.12 "Limited Common Areas and Facilities' means those Common Areas and Facilities serving exclusively one Unit, the enjoyment, benefit or use of which is reserved to the Unit Owners and Occupants of that Unit either in this Declaration or the Drawings.

2.13 "Occupant" means any tenant or other person lawfully in possession or control of any part of a Unit regardless of whether

that person is a Unit Owner.

2.14 "Manager" means any person serving, at the time pertinent, as a member of the Board of Managers of the Association elected or appointed pursuant to the provisions of the Condominium Documents.

2.15 "Rules and Regulations" means any rules and regulations from time to time adopted by the Board pursuant to its authority under this Declaration.

2.16 "Unit" means that portion of the Condominium Property described as a unit in this Declaration and in the Drawings.

2.17 "Unit Owner" means the person or persons owning a fee simple interest in a Unit.

2.18 "Utility Facilities" means all fixtures, appliances, electrical, gas, water, sewer, heating, cooling, ventilating, communications, cable television and other utility systems, and the equipment, apparatus, service lines, pipes, conduits, circuits, wires, ducts and other facilities associated with those systems, located on or serving the Condominium Property in whole or in part.

3 Name of condominium.

The Condominium Property subject to this Declaration is named CROWN HILL CONDOMINIUM.

4 Purpose, number of units.

4.1 The Condominium Property consists of fourteen (14) residential Units and appurtenant Common Areas and Facilities and Limited Common Areas and Facilities, subject to expansion at the option of Declarant as described herein.

4.2 The purpose of the Condominium Documents is to establish separate parcels of the Condominium Property for which fee simple interests may be conveyed, to be used for residential purposes; to establish the Association to govern the Condominium Property for the Unit Owners; to provide for the preservation of values of Units and Common Areas and Facilities and Limited Common Areas and Facilities; to protect and promote the benefit, enjoyment, and well-being of Unit Owners and Occupants; to administer and enforce the covenants, restrictions, and easements contained in the Condominium Documents; and to raise funds for these purposes.

5 Division of Condominium Property.

5.1 The Drawings attached as Exhibit D show graphically, so far as is possible, all of the particulars of the land, buildings and other improvements constituting the Condominium Property,

including, but not limited to, the layout, location, designation and dimensions of each Unit; the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities; and the location and dimensions of all easements and encroachments appurtenant to or affecting the Condominium Property. As required by the Ohio Condominium Act, the Drawings bear the certified statement of Timothy R. Durr, a registered professional surveyor for Engineering Associates, Inc., and Bill Abbot a licensed professional architect for Abbot & Abbot Architects, Inc.

5.2 Each Unit consists of the space in the building indicated by that Unit's designation on the Drawings, and is bounded by the top side of the unfinished interior surface of the floor, the bottom side of the unfinished interior surface of the ceiling, and the inside of the unfinished interior surface of the perimeter walls, all projected, if necessary, by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space. Each Unit includes, but is not limited to:

5.2.1 The finished interior surfaces, including paint, lacquer, varnish, wallpaper, carpet, floor tile and other finishing materials applied to floors, ceilings and interior and perimeter walls.

5.2.2 All interior and perimeter windows, screens and doors, and nonstructural partitions, including the frames, sashes, sills, jambs, glass, molding, trim and hardware, and the space occupied by all of those items.

5.2.3 All Utility Facilities located in and installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and/or from Utility Facilities serving the entire building or more than one Unit, and including, but not limited to, built-in cabinets, built-in fireplaces, smoke detectors, built-in appliances and the space occupied by all of those items.

5.2.4 All control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting into the Unit from the walls, floors and ceilings which service either the Unit or the fixtures located in the Unit, and the space occupied by all of those items.

5.2.5 All space between perimeter walls (i.e., not the space between common walls), floors and ceilings, including the space occupied by any Utility Facilities or by any supporting wall, structural element or fixture of the building that is necessary for the existence, support, maintenance, safety or comfort of any part of the Condominium Property other than the Unit itself, as may be necessary to form a complete enclosure of space with respect to each Unit (the exact layout and dimensions of each Unit being shown

on the Drawings).

5.3 All of the following items located within the bounds of a Unit are excluded from the Unit:

5.3.1 Any supporting wall, fixture or other part of the building that is necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property.

5.3.2 All Utility Facilities that serve any other part of the Condominium Property.

5.4 The entire balance of the Condominium Property, other than the Units themselves, constitutes Common Areas and Facilities and Limited Common Areas and Facilities. The Common Areas and Facilities include, to the extent applicable (and except as may be included in the Units as defined above), but are not limited to, the land, building, foundations, roof, main and supporting walls, columns, girders, joists and beams; common area windows and doors; elevators, stairwells, halls, corridors, lobbies, fire escapes, balconies, patios, decks, entrances and exits of building; any community and recreational facilities; all Utility Facilities except those included in Units as defined above; fixtures and other parts of a building located within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property; parking areas; trees, lawns, fences, gardens, landscaping and other natural features; and driveways, pavement and sidewalks.

5.5 Limited Common Areas and Facilities. The Limited Common Areas and Facilities include any driveway, porch, stoop, patio, balcony or deck areas adjacent to a Unit and shown as Limited Common Areas and Facilities on the Drawings; and all Utility Facilities located in the Common Areas and Facilities that are entirely for the benefit of or serve only that Unit. The Limited Common Areas and Facilities also include certain parking spaces in the parking lots designated in the Drawings. Declarant shall have sole discretion with respect to the initial assignment of parking spaces. Declarant may also declare that certain spaces will be permanently available for general parking, or may permit certain parking spaces to be used for general parking on a temporary basis until the same are assigned as Limited Common Areas and Facilities to a particular Unit. Unit Owners may not convey their exclusive rights in parking spaces to others except as part of the sale of their Units.

5.6 Each Unit Owner shall have an undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities as a tenant in common with all other Unit Owners. The extent of such ownership shall be based upon the percentage that the square footage of the Unit, as provided below, bears to the total square

footage of all Units. The percentage interests provided below shall also apply in determining each Unit Owner's share of Common Expenses of the Condominium (as well as any common surplus or common profits, as those terms are defined in the Ohio Condominium Act). The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to the terms of this Declaration or as otherwise permitted by law. Until so amended, the percentage of ownership of the Common Areas and Facilities attributable to each Unit shall be as shown on Exhibit E.

5.7 Ownership of the Common Areas and Facilities shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas and Facilities. Further, the undivided interest in the Common Areas and Facilities appertaining to a Unit shall not be separated from that Unit, and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance.

6 <u>Unit-Owners Association; Board of Managers; Management Contract.</u>

6.1 Each Unit Owner is a member of the Association and subject to the Bylaws, the purpose of which is the administration of the Condominium Property.

6.2 The Board of Managers of the Association and the officers of the Association shall be appointed and elected as provided in the Articles, the Bylaws and this Declaration.

6.2.1 The Board and officers of the Association shall exercise the powers, discharge the duties and be vested with the rights provided by the Condominium Documents and by law.

6.2.2 Assessments for the maintenance and repair of the Common Areas and Facilities, the insurance of the Condominium Property, the payment of the Common Expenses and for the other matters described in this Declaration or the Bylaws, shall be made in the manner provided in this Declaration and the Bylaws.

6.2.3 The Association shall have the right to adopt reasonable Rules and Regulations governing the use and occupancy of the condominium Property consistent with the provisions of this Declaration and the Bylaws. The Rules and Regulations shall have the same force and effect and be enforceable in the same manner and to the same extent as the covenants and restrictions contained in this Declaration.

6.2.4 The Board may appoint one or more committees to aid in the administration of the Condominium Property, including without limitation, an Architectural Control Committee and a Grounds Maintenance Committee.

6.2.5 The Board may delegate all or any portion of its authority to discharge its responsibility 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 (as so designated in the Ohio Condominium Act or in accordance with the Condominium Documents, or both). Any management contract entered into before control of the Association is turned over to the Unit Owners other than Declarant shall automatically terminate no later than one year after such control turnover date unless renewed by vote of the Unit Owners pursuant to this Declaration and the Bylaws.

6.3 Except as otherwise provided in the Condominium Documents, the Association shall be responsible for the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities, and the costs incurred by the Association for the same shall be a Common Expense.

6.4 The Association shall obtain and maintain for the use and benefit of all Unit Owners and their mortgagees adequate hazard insurance on all buildings, structures, and other improvements now or at any time constituting part of the Condominium Property. In addition, the Association shall insure itself, the Board and all unit owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about or arising from or related to the Common Areas and Facilities.

6.5 The Declarant or persons designated by the Declarant, is hereby authorized for the maximum period permitted by the Ohio Condominium Act to appoint and remove members of the Board and other officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or this declaration to the Association, the Board or other officers. Such authorization extends for a maximum of five years, subject to the provisions of Ohio Rev. Code § 5311.08(D).

6.6 As provided by Ohio Rev. Code § 5311.08(C), assuming each Unit Owner has an equal undivided interest in the Common Areas and Facilities, when 25% of the Units have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect not less than 25% of the Board. When 50% of the Units have been sold and conveyed, such Unit Owners shall elect not less than 33 1/3% of the Board. When 75% of the Units have been sold and conveyed, such Unit Owners shall elect 100% of the Board. The Declarant shall thereupon turn over to the Board correct and complete books and records of account as required under Section 5311.09 of the Ohio Revised Code. When computing percentages of Units which have been sold and conveyed for purposes of this paragraph, the percentage of Units sold and conveyed shall be computed as a percentage of the maximum number of

Units that may be created under this Declaration including the Units which may be created if the Declarant elects to expand the Condominium Property. If the Unit Owners have unequal undivided interests in the Common Areas and Facilities, then the percentages in this paragraph are to be computed as set forth in Ohio Rev. Code § 5311.08(C).

7 Restrictions on the use of the Condominium Property.

7.1 At least eighty percent (80%) of all Units shall be used as single-family residences for qualified adults, with the exception of any Units used by the Declarant as a sales office or other such similar office. The term "qualified adult" means an individual person who has attained the age of fifty-five (55) years or older, and will not have living with him or her any children or other person under the age of eighteen (18) years.

7.2 There shall be no commercial facilities on the Condominium Property, and no business or profession shall be conducted from any Unit or the Common Areas and Facilities.

7.3 Nothing shall be done or kept in any Unit or on the Common Areas and Facilities which will cause an increase in the rate of insurance or cancellation of insurance on any Unit or the contents thereof or on any Common Areas and Facilities. Nothing may be done or kept in any Unit or on any of the Common Areas or which would be in violation of any law or ordinance.

7.4 No nuisance or waste shall be permitted in any Unit or on the Common Areas and Facilities.

7.5 Nothing shall be hung or displayed on the outside of the windows or doors of any Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Unit without the prior consent of the Board; provided, however, that the Declarant's reasonable activities and displays in marketing, advertising, promotion, or sale of Units shall be permitted.

7.6 No Unit Owner shall paint or repaint to a different color or shade of color any portion of the exterior of any Unit without the prior written approval of the Board.

7.7 No animals of any kind shall be raised, bred or kept in any Unit or any of the Common Areas and Facilities except that no more than two pets such as dogs, cats or customary household pets may be kept in a Unit, provided that such pet is not kept, bred or maintained for any commercial purpose and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and an Unit Owner shall be fully liable for any injury or

damage to persons or property, including the Common Areas and Facilities or by such pet. Pets may not be left alone while outdoors even if they are tethered, and, if tethered, may not be left alone while outdoors for more than two hours. Pets must be taken to a public roadway or special designated areas for elimination of body waste. Any animal waste deposited anywhere on the Condominium Property must be cleaned up immediately and removed by the Unit Owner in whose Unit the pet is kept. The Board may adopt such other Rules and Regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Unit Owner desiring to bring or maintain a pet on the Condominium Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas and Facilities. Any such security deposit shall be returned to the Unit Owner when the pet is permanently removed from the Condominium Property, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall not be deemed to release or in any way limit an Unit Owner's responsibility and liability for injury and damage caused by such Unit Owner's pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Condominium Property within ten (10) days after written notice from the Board to the respective Unit Owner to do so.

7.8 No feeding of any wildlife on the Condominium Property is permitted, except for wild birds which may be fed from bird feeders approved by the Board.

7.9 Nothing shall be done or permitted in or on any Unit which will impair the structural integrity of any of the Common Areas and Facilities or which would structurally change any of the Common Areas and Facilities. No Unit shall be used in any manner which might cause injury to the reputation of the Condominium Property or which might be a nuisance, annoyance, inconvenience or damage to other Unit Owners and Occupants or to neighboring property, including without limitation, any use which creates excessive noise from musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

7.10 No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas and Facilities or any public street. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

7.11 No "for sale," "for rent" or "for lease" signs, or other signs or other window or advertising display shall be maintained or permitted on any part of the Condominium Property without the prior

consent of the Board; provided however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs in or about the Condominium Property in connection with any unsold or unoccupied Units.

7.12 All Unit Owners and members of their families, their guests, or invitees and all Occupants or other persons entitled to use the same and to use and enjoy the Common Areas and Facilities or any part thereof shall observe and be governed by such Rules and Regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and Facilities.

7.13 No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles shall be permitted, parked or stored anywhere on the Condominium Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on the Condominium Property on any vehicles, including passenger vehicles, except such repair work as may be done completely enclosed within a garage.

7.14 No Unit Owner shall remove, trim, or prune any tree or shrub planted by Declarant without the written approval of the Board nor shall any Unit Owner plant any tree, shrub or other plant without the prior approval of the Board. No Unit Owner shall plant any flowers, other than in those areas designated by the Board from time to time, without the prior approval of the Board.

7.15 Each Unit Owner shall keep his Unit in good order, condition and repair and free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Unit Owner shall fail to so maintain his Unit the Association after notice to the Unit Owner and approval by Unit Owners having in the aggregate at least two-thirds (2/3) of the votes of all Unit Owners entitled to vote, shall have the right to enter such Unit to correct, repair, maintain and restore the Unit. All costs incurred by the Association related to such correction, repair, maintenance or restoration shall be paid by the Unit Owner of such Unit upon demand by the Association. If not paid by such Unit Owner upon demand by the Association, all such costs shall be added to and become a part of the assessments to which such Unit Owner's Unit is subject.

7.16 All garbage, trash and refuse shall be stored in appropriate containers inside the Units (including garages) and shall be kept therein until not earlier than sunrise of the day of the scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by

the Board.

7.17 Only those Common Areas and Facilities specifically designated for recreation shall be used for such and in no event shall the lawns of Units be considered a recreational area; however, limited casual usage of such lawns is permitted.

7.18 No cars shall be parked on a street for more than four (4) hours. Cars parked for more than four (4) hours must be moved to a parking area designated by the Board.

7.19 Common Areas and Facilities shall be used and enjoyed only for the purposes for which they are designed and intended and shall be used subject to the Rules and Regulations from time to time adopted by the Board. No lawn ornaments are permitted on the Common Areas and Facilities.

7.20 Each Unit Owner shall keep his patio or deck neat, clean and free of all debris. Only patio or deck furniture and barbecue grills shall be kept on the patios or decks.

7.21 No swing sets, sandboxes or recreational toys or equipment shall be permitted on the Condominium Property unless provided by the Declarant.

7.22 Any prospective Unit Owner or Occupant shall participate in the orientation program(s) which may from time to time be provided by the Declarant prior to acquiring or purchasing a Unit.

7.23 Each exterior window at a Unit shall be maintained with the same window coverings originally furnished with the Unit, if any.

7.24 Notwithstanding anything to the contrary contained herein, or in the Articles or Bylaws, including but not limited to any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain the Common Areas and Facilities and any Units owned by Declarant as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas and Facilities, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Condominium Property at any time.

8. Maintenance.

Except as otherwise provided in the Condominium Documents, the Association shall be responsible for the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities and Limited Common Areas and Facilities. The costs incurred by the Association pursuant to this section shall be a Common Expense.

9 Lien of Association.

The Association shall have a lien upon the estate or interest in any Unit of any Unit Owner and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of Common Expenses and any other assessments charged against the Unit in accordance with this Declaration or the Bylaws.

10 General description of construction.

The architectural style of the buildings is single story, contemporary-country. Each building will be constructed on a reinforced concrete slab-on-grade with an insulated foundation. Building roofs consist of a truss roof system, plywood sheathing and twenty-five year, three-tab textured fiberglass shingles. The exterior surface is four inch (4") vinyl panels. All soffits and fascia are covered with aluminum. Interior walls will be drywall with fire separation walls between each unit. Windows are double hung, double thermo pane with screens. Exterior doors are steel insulated except for the patio door which is a steel door with full glass. The furnace and water heater are natural gas. The air conditioner is electric, 10 SEER. Electrical service is a one hundred (100) Amp panel. All buildings will be of similar construction, and all materials will be substantially identical.

11 Unit designation and description.

11.1 A site plan and the Drawings for the Condominium Property are attached as Exhibit D, on which the location of each Unit designated by its number is marked.

11.2 All Units have access to Common Areas and Facilities at ground level.

11.3 The Units are further described on Exhibit E, attached.

12 Common Areas and Facilities.

The Common Areas and Facilities are as shown on Exhibit D and as defined in Ohio Rev. Code § 5311.01(B).

13 Statutory agent.

The person upon whom process may be served for the Crown Hill Condominium Unit-Owners Association is:

Ross J. Wright
President
Crown Hill Condominium Unit-Owners Association
416 Brandon Court
Orrville, Wayne County, Ohio 44617

14 Amendment of Declaration.

Except as provided in Ohio Rev. Code §§ 5311.04(D) and 5311.051, this Declaration may be amended by the affirmative vote of those persons exercising seventy-five per cent of the voting power of the Association.

15 Expansion of Condominium Property.

15.1 The Declarant explicitly reserves the option to expand the Condominium Property.

15.2 Legal descriptions of the Additional Property that may be added to the condominium property are attached hereto as Exhibit B.

15.3 Declarant reserves the right, at its sole option, without the consent of the Unit Owners, at any time or times within a period of 7 years commencing on the date this Declaration is filed for record, to submit all or any part of the Additional Property, together with the buildings, fixtures, improvements and structures located on the same, to the provisions of this Declaration and the Ohio Condominium Act. This 7 year period may be extended for an additional 7 years, at Declarant's option, exercisable within six months prior to the expiration of the initial 7 year period, with the consent of a majority of the Unit Owners other than Declarant. The expansion period will not expire sooner under any other circumstances unless the Condominium Property is fully developed to include all of the Additional Property prior to the expiration of such period. Any amendment to expand the Condominium Property shall include (a) a description of the portion of the Additional Property being added to the Condominium Property; (b) descriptions of all buildings and other improvements, all Common Areas and Facilities and all Units on the Additional Property being added to the Condominium Property together with appropriate Drawings; (c) descriptions and designations of Common Areas and Facilities on that portion of the Additional Property being added; and (d) a statement of the percentage of interest in the Common Areas and Facilities that the Unit Owners of all Units within the buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the square footage of that Unit at the

date the amendment is filed for record bears to the then total square footage of all the Units within the buildings on the Condominium Property. This determination shall be made by Declarant and shall be conclusive and binding on all Unit Owners. This Declaration may be amended for the purposes of adding all or part of the Additional Property to the Condominium Property in the manner described above, upon the filing for record with the Recorder of Wayne County, Ohio, of an amendment in writing setting forth specifically the item or items to be amended and any new matter to be added. That amendment shall be duly executed by Declarant and by all owners, mortgagees and lessees of any property then being added with the same formalities as this Declaration. The amendment must refer to the volume and page number where this Declaration is recorded. The amendment will become effective on the date of its recording.

15.4 Subject only to the specific restrictions set forth below, Declarant intends to reserve the maximum expansion rights permitted under the Ohio Condominium Act with respect to the Additional Property and to disclaim any limitations on expansion. To implement this intent, Declarant states as follows:

15.4.1 There are no requirements (a) that all, or a particular portion, of the Additional Property must be added to the Condominium Property, or (b) that if any Additional Property is added, all or a particular portion of the Additional Property must be added. On the contrary, there are no limitations as to the portions of the Additional Property that may be added to the Condominium Property.

15.4.2 There are no requirements that portions of the Additional Property be added at different times, nor any limitations fixing the boundaries of those portions or regulating the order in which they may be added to the Condominium Property.

15.4.3 There are no limitations, except those provided by applicable zoning laws, as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property.

15.4.4 The maximum number of Units that may be created on the Additional Property is one hundred fifty (150). The maximum number of Units per acre that may be created on any portion added to the Condominium Property is seven (7).

15.4.5 Any structures erected on any portion of the Additional Property added to the Condominium Property will be compatible with structures on the originally submitted property in terms of quality of construction, the principal materials to be used, or architectural style.

15.4.6 With respect to all improvements to any portion

of the Additional Property added to the Condominium Property, other than structures, (a) no other improvements must be made and (b) there are no restrictions or limitations on the improvements that may be made.

15.4.7 With respect to all Units created on any portion of the Additional Property added to the Condominium Property, (a) those Units need not be substantially identical to Units on previously submitted land and (b) there are no limitations, other than applicable zoning laws, as to what types of Units may be created on the Additional Property.

15.4.8 All Units that may be created on any portion of the Additional Property added to the Condominium Property shall be restricted exclusively to residential use.

15.4.9 Declarant reserves the right to designate Limited Common Areas and Facilities within any portion of the Additional Property added to the Condominium Property and to designate Common Areas and Facilities within each portion that may subsequently be assigned as Limited Common Areas and Facilities, without limitation as to the types, sizes or maximum number of such areas and facilities in each portion.

16 Easements.

16.1 Each Unit Owner and any Occupant shall have a nonexclusive easement to use the Common Areas and Facilities in accordance with the purposes for which they are intended, subject, however, to the Rules and Regulations (but no Rule or Regulation shall prohibit or unreasonably limit the right of ingress and egress to a Unit or to that Unit's Limited Common Areas and Facilities) and to the lawful rights of the other Unit Owners. This easement includes, but is not limited to, an easement for each Unit to use the Utility Facilities that are part of the Common Areas and Facilities and serve that Unit in whole or in part.

16.2 Each Unit shall be subject to the right of access for the purpose of maintenance, repair or service of any Common Area and Facility located within its boundaries or of any portion of the Unit itself by persons authorized by the Board. No maintenance, repair or service of any portion of a Unit shall be authorized unless it is necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property; however, the Association shall at all reasonable times have access through the Units to the mechanical, electrical and elevator equipment shown on the Drawings.

16.3 Each Unit and the Common Areas and Facilities shall be benefitted by and subject to easements for encroachments on and/or from any other Unit or the Common Areas and Facilities

created or arising by reason of overhangs; deviations in construction, reconstruction or repair; shifting, settlement or movement of the structures; or errors in the Drawings. Easements for these encroachments and for the maintenance of the same shall exist for as long as the encroaching structures remain.

16.4 Every portion of the buildings, Utility Facilities and improvements on the Condominium Property contributing to the support of other portions of the buildings or to the Utility Facilities or improvements located in other portions of the Condominium Property, shall be burdened with an easement of support for the benefit of the other portions of the buildings and the Utility Facilities and improvements located in the other portions of the Condominium Property.

16.5 The Association is granted an easement upon, over and under all of the Condominium Property for ingress and egress to, and the installation, replacing, repairing and maintaining of, all Utility Facilities that are part of the Common Areas and Facilities. By this easement it shall be permissible for the providing utility company to construct and maintain the necessary Utility Facilities upon, over and under the Condominium Property, as long as those Utility Facilities do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the board shall have the right to grant such an easement without conflicting with the terms of this Section.

16.6 A nonexclusive easement is granted to all police, fire fighters, ambulance operators, mail carriers, delivery persons, garbage and trash removal personnel and all persons performing similar functions, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas and Facilities in the performance of their duties.

16.7 Declarant grants and declares permanent nonexclusive easements for the benefit of Declarant and its successors and assigns as owners of the Additional Property, or any part of the Additional Property, to enter upon the Common Areas and Facilities of the Condominium in order (a) to install, maintain, repair, replace and use Utility Facilities to benefit their Additional Property, (b) to construct residential units and/or other improvements on any of the Additional Property and/or (c) to use all roadways and sidewalks on the Common Areas and Facilities for access to and from the Additional Property. Any utilization of the foregoing easements 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 this utilization, the Condominium Property shall be restored promptly to the condition that existed immediately prior to the utilization at the sole expense of the person or persons

making the utilization.

16.8 Each Unit Owner, by acceptance of a deed to a Unit, for that Unit Owner and all mortgagees, Occupants and other persons claiming under the Unit Owner, irrevocably appoints the Association as his or her attorney-in-fact to execute, deliver, acknowledge and record, for and in the name of the Unit Owner, mortgagees, Occupants and other persons, 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 easements in this Section. This power is for the benefit of each and every Unit Owner, the Association and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

16.9 The easements created under this section are in addition to any other easements that affect the Condominium Property or are established pursuant to this Declaration.

17 Other items.

17.1 This Declaration, any amendments to it, and any valid actions or directives made pursuant to it, shall inure to the benefit of and be binding on Declarant and Owners and on their respective heirs, grantees, successors and assigns.

17.2 The violation of any covenant, restriction or provision contained in this Declaration or in the Bylaws, or of any Rule or Regulation issued by the Board, or of any management contract or other document establishing ownership or control over any part of the Condominium Property, shall give the Board the right, to the maximum extent permitted by law (i) to enter upon the land or Unit, or the portion upon which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that exists in violations of any of those provisions, and the Board of Managers, or its agents, shall not be deemed guilty in any manner of trespass by such action; provided, however, that judicial proceedings shall be instituted before any items of construction are altered or demolished; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (iii) to withdraw privileges with respect to the use of the Common Areas and Facilities that are recreational in nature by any defaulting Unit Owner and his or her Occupants; (iv) to recover sums due or for damages; (v) to levy fines; or (vi) in case of flagrant or repeated violation by a Unit Owner or his or her Occupants, to require the Unit Owner to give sufficient surety or sureties for his or his Occupant's future compliance. A default by any Occupant shall be attributed to the Unit Owner of the Unit occupied by that Occupant.

17.2.1 All fines described in this section and any and

all expenses incurred by the Association in enforcing any of the terms and provisions of the Condominium Documents, including reasonable attorney's fees to the extent permitted by Ohio law, may be levied as an individual Unit assessment against the Unit Owner in question and his or her Unit.

17.2.2 Any action brought by the Association under this section may be brought in its own name, in the name of its Board of Managers or in the name of its managing agent.

17.2.3 Nothing contained in this section shall be deemed to limit the rights (whether at common law, under the Ohio Condominium Act or otherwise) of the Board of Managers, a Unit Owner or other interested party, to seek damages, injunctive relief or other redress against another Unit Owner or Occupant who fails or refuses to comply, or threatens to refuse to comply, with any of the foregoing provisions.

WITNESS the execution of this Declaration by the owner of the Condominium Property, this October 24, 1996

CROWN HILL DEVELOPMENT, LTD.

By: Richard C. Dougherty

Richard C. Dougherty, Member
Crown Hill Enterprises, Ltd.,
Member of Crown Hill Development, Ltd.

Attest:

Kenneth R. VanSickle
Signature of witness

Mark Arff
Signature of witness

State of Ohio
County of WAYNE

The foregoing instrument was acknowledged before me October 24, 1996 by Richard C. Dougherty, a Member of Crown Hill Enterprises, Ltd., a Member of CROWN HILL DEVELOPMENT, LTD. an Ohio limited liability company, on behalf of the company.

Kenneth R. VanSickle

KENNETH R. VANSICKLE
Notary Public, State of Ohio
My Commission Expires Nov. 6, 199

This instrument prepared by Eric L. Brown, Esq., 172 East State Street, Suite 550, Columbus, Ohio 43215

FIRST AMENDMENT TO
CROWN HILL CONDOMINIUM, PHASE I, SECTION 2

PLAT BOOK 23, PAGE 62

CITY OF ORRVILLE, GREEN TOWNSHIP, WAYNE COUNTY, OHIO

S.E. QTR. SEC. 26, TOWNSHIP - 17, RANGE - 2

APPROVED:
THIS ____ DAY OF _____, 199__ _____
CITY OF ORRVILLE

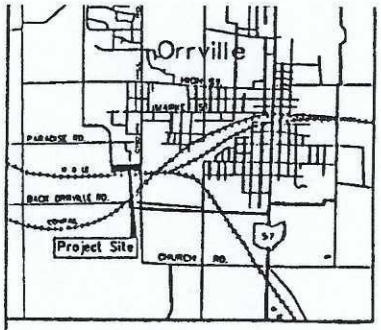
RECEIVED:
THIS ____ DAY OF _____, 199__ _____
WAYNE COUNTY TAX MAP OFFICE

RECEIVED:
THIS ____ DAY OF _____, 199__ _____
WAYNE COUNTY AUDITOR

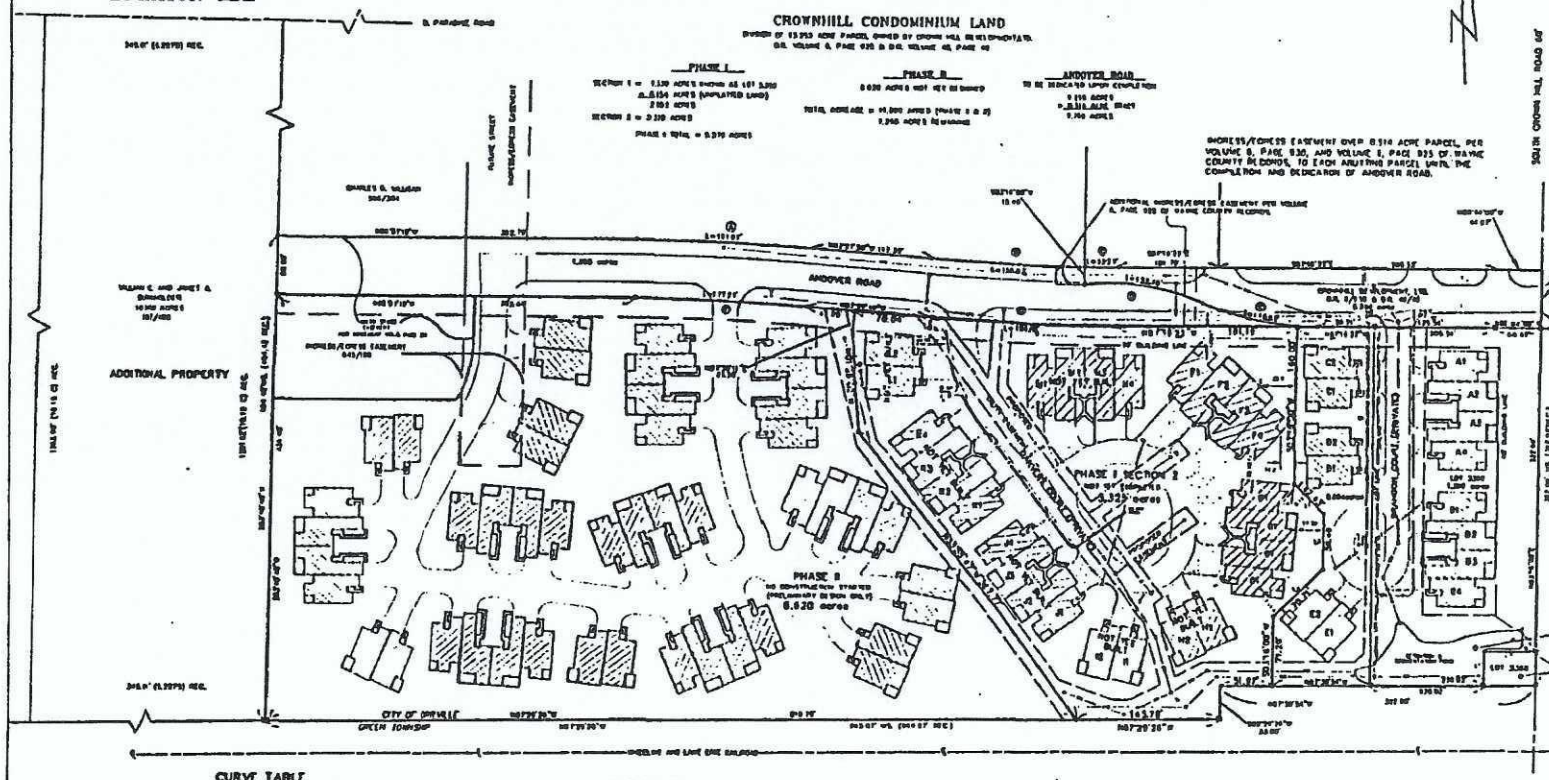
RECORDED:
THIS ____ DAY OF _____, 199__ _____
WAYNE COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, KNOWN AS RENO CROWN HILL CONDOMINIUMS, DO HEREBY ACKNOWLEDGE THE MAKING OF THE SAME TO BE OUR FREE ACT AND DEED.

WITNESS	OWNERS	DATE



LOCATION MAP



LEGEND

- = FIRE HYDRANT
- = CATCH BASIN
- = MANHOLE
- = SANITARY SEWER LINE
- = STORM SEWER LINE
- = WATER LINE
- = ELECTRIC UTILITY LINE
- = PK NAIL OR DRILL HOLE FOUND
- = MONUMENT BOX WITH IRON PIN FOUND
- = IRON PIN FOUND
- = IRON PIN TO BE SET
- = CONDOMINIUM UNIT (OWNERSHIP)
- = COMMON AREA
- = LIMITED COMMON AREA

BASIS OF BEARINGS
ALL BEARINGS REFERRED TO HEREON ARE RELATIVE TO THE CENTERLINE OF SEARSON MILL ROAD AS BEING N85°16'00"E ACCORDING TO A SURVEY MADE BY J.P. FERRYS AND RECORDED IN PLAT BOOK 32, PAGE 170 IN THE WAYNE COUNTY RECORDERS OFFICE.

REFERENCES
SURVEY BY J.P.FERRYS IN SEPT/OCT 1995 AND RECORDED IN PLAT BOOK 32, PAGE 170 IN THE WAYNE COUNTY RECORDERS OFFICE, AND ALSO SHOWN AS SURVEY "96-133" ON THE WAYNE COUNTY TAX MAP OFFICE.

"I, TIMOTHY R. DURR AS A REGISTERED PROFESSIONAL SURVEYOR DO HEREBY CERTIFY THAT:
SHEETS 3 OF THIS SET OF DRAWINGS ACCURATELY SHOWS THE PARTICULARS OF THE LAND, SHOWN AS PHASE I, SECTIONS 2, AND THE BUILDINGS AND OTHER IMPROVEMENTS AS CONSTRUCTED THEREON INCLUDING THE LAYOUT, LOCATION, AND DESIGNATION OF EACH UNIT, THE LAYOUT AND LOCATION OF THE COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES AND THE LOCATION OF ALL APPURTENANT EASEMENTS OR ENCROACHMENTS"

12-18-98
TIMOTHY R. DURR
P.S. #7318
3170 Mosstown Rd.,
Smithville, Ohio 44685
(330) 698 - 2830

"I, BILL ARPOTT AS A REGISTERED ARCHITECT DO HEREBY CERTIFY THAT THESE DRAWINGS ACCURATELY SHOW THE DIMENSIONS OF EACH UNIT AS CONSTRUCTED.

STATE OF OHIO
WILLIAM EDWARD ARPOTT
8748
REGISTERED ARCHITECT

BILL ARPOTT
R.A. #8748

CURVE TABLE

CURVE	DELTA	LENGTH	TANGENT	RADIUS	BEARING	CHORD
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]

INGRESS/EGRESS EASEMENT OVER ENTIRE TRACT PER VOLUME 707, PAGE 677 OF WAYNE COUNTY RECORDS EXCEPTING 0.514 ACRE PARCEL.

SEWER TAP-IN EASEMENT OVER ENTIRE TRACT PER VOLUME 645, PAGE 109 OF WAYNE COUNTY RECORDS

NOTE: THE SURVEYOR OF RECORD ON THIS MAP MAKES NO CERTIFICATION OF ANY KIND IN REGARDS TO THE "BURKHOLDER" PARCEL OF LAND HEREON SHOWN AS ADDITIONAL PROPERTY. THE INFORMATION SHOWN ON THIS MAP REGARDING SAID PARCEL IS FROM RECORD DATA ONLY.

BUILDING PLAN, LAYOUT & NAME NOT YET BEEN SET.

CROWN HILL DEVELOPEMENT, LTD

CROWN HILL
CONDOMINIUM PLAT

PHASE I, SECTION 2
UNITS F, G, H, I, K, L, AND M

CITY OF ORRVILLE, GREEN TOWNSHIP, WAYNE COUNTY, OHIO

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	TRD				[illegible]	

EXHIBIT LIST

A Legal Description of Condominium Property

B Legal description of Additional Property

C Bylaws of Crown Hill Condominium Unit-Owners Association

D Site Plan and Drawings

E Description of Units

F Consent of Mortgagee to Creation of Condominium

EXHIBIT A

Legal Description of Condominium Property

Phase 1, Section 1 Description:

Situated in The City of Orrville, Wayne county, State of Ohio, being part of the southeast quarter of Section 26, Township 17, Range 12, and being all of Lot 3295 in the City of Orrville and part of a 11.854 acre parcel in said City, both conveyed to Crown Hill Development, Inc. by deed of record O.R. 6, page 925 in the Wayne County recorder's office, and being bounded and described as follows;

Commencing from the Northeast corner of the southeast quarter of Section 26, said point referenced by a 1"iron pin found in a monument box in the centerline of South Crown Hill Road at a bearing of S03°16'00"W, 300.10 feet;

Thence, along the Section line of Section 26 and the centerline of South Crown Hill Road, S03°16'00"W, 853.31 feet to a point in said centerline;

Thence, leaving the centerline of South Crownhill Road, N86°44'00"W, 30.00 feet to a iron pin found at the northeast corner of Lot 3295 in the City of Orrville and at the southeast corner of a 0.514 acre parcel of land owned by Crownhill Development, INC., as recorded in O.R. Volume 6, page 930 in the Wayne County Recorders Office, said point being the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

Thence, N86°44'00"W, 44.47 feet, along the northern line of Lot 3295 and the southern line of said Crownhill Development Parcel to a iron pin found, said point being an angle point in the northern line of said Lot;

Thence, N87°16'22"W, 205.54 feet, continuing along the northern line of Lot No.3295 and the southern line of Crownhill Development, INC. to a iron pin set;

Thence, S03°16'00"W, 160.00 feet to a iron pin set;

Thence, S41°44'00"E, 42.43 feet to a iron pin set;

Thence, S03°16'00"W, 58.49 feet to a iron pin set;

Thence, S48°16'00"W, 70.71 feet to a iron pin set;

Thence, S03°16'00"W, 71.20 feet to a iron pin set, on the northern line of the Wheeling and Lake Erie Railroad;

Thence, along the north line of said railroad, S87°30'54"E, 270.03 feet to a iron pin found on the west line of South Crown Hill Road, a 60-foot public right of way, said point being the southeast corner of Lot No.3295 in The City of Orrville;

Thence, N03°16'00"E, along the east line of Lot No. 3295 and the west line of South Crown Hill Road, 367.94 feet to the **TRUE PLACE OF BEGINNING**; containing 2.093 acres,more or less, but subject to any easements or restrictions of legal record that may pertain to this parcel.

The basis of bearings for all bearings referred to in this description is the centerline of South Crown Hill Road as being N.03°16'00"E, according to prior deed O.R. Volume 6, page 925 in the Wayne County Recorders Office.

This description was prepared by Timothy R. Durr, P.S.#7788, for Engineering Associates, Inc. from a survey made by Engineering Associates in May 1996.

EXHIBIT B

Legal descriptions of Additional Property

Phase 1, Section 2 Description:

Situated in The City of Orrville and Green Township, Wayne county, State of Ohio, being part of the southeast quarter of Section 26, Township 17, Range 12, and being part of a 11.854 acre parcel in Green Township, conveyed to Crown Hill Development, Inc. by deed of record O.R. 6, page 925 in the Wayne County recorder's office, and being bounded and described as follows;

Commencing from the Northeast corner of the southeast quarter of Section 26, said point referenced by a 1"iron pin found in a monument box in the centerline of South Crown Hill Road at a bearing of S03°16'00"W, 300.10 feet;

Thence, along the Section line of Section 26 and the centerline of South Crown Hill Road, S03°16'00"W, 853.31 feet to a point in said centerline;

Thence, leaving the centerline of South Crownhill Road, N86°44'00"W, 30.00 feet to a iron pin found at the northeast corner of Lot 3295 in the City of Orrville;

Thence, along the north line of said Lot 3295, continuing at a bearing of N86°44'00"W, 44.47 feet to a iron pin found at an angle point in the north line of said Lot;

Thence, N87°16'22"W, 205.54 feet to the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

Thence, S03°16'00"W, 160.00 feet to a iron pin set;

Thence, S41°44'00"E, 42.43 feet to a iron pin set;

Thence, S03°16'00"W, 58.49 feet to a iron pin set;

Thence, S48°16'00"W, 70.71 feet to a iron pin set;

Thence, S03°16'00"W, 71.20 feet to a iron pin set, on the northern line of the Wheeling and Lake Erie Railroad;

Thence, along the north line of said railroad, N87°30'54"W, 51.97 feet to a iron pin found at an angle point in the northern line of said Wheeling and Lake Erie Railroad;

Thence, S02°29'26"W, 33.00 feet to a iron pin found at another angle point in the line of the Wheeling and Lake Erie Railroad;

Thence, N87°29'26"W, 145.78 feet, along the northern line of said Railroad, to a iron pin set;

Thence, N33°55'47"W, 367.77 feet to a iron pin set;

Thence, N01°28'02"W, 97.12 feet to a iron pin set;

Thence, N07°30'11"E, 25.50 feet to a iron pin set;

Thence, S82°27'49"E, 70.04 feet to a iron pin set of curvature;

Thence, along a curve to the left having a Radius of 2321.83 feet, a Delta of 04°48'33", a Length of 194.88 feet, and a Chord distance of 194.83 feet bearing S84°52'06"E, to a iron pin set;

Thence, S87°16'00"E, 181.19 feet to the **TRUE PLACE OF BEGINNING**, containing 3.325 acres of land, more or less, but subject to any easements or reservations of legal record that may pertain this parcel.

3367

The basis of bearings for all bearings referred to in this description is the centerline of South Crown Hill Road as being N.03°16'00"E, according to prior deed O.R. Volume 6, page 925 in the Wayne County Recorders Office.

This description was prepared by Timothy R. Durr, P.S.#7788, for Engineering Associates, Inc. from a survey made by Engineering Associates in May 1996.

Phase II Description:

Situated in The City of Orrville and Green Township, Wayne county, State of Ohio, being part of the southeast quarter of Section 26, Township 17, Range 12, and being part of a 11.854 acre parcel in Green Township, conveyed to Crown Hill Development, Inc. by deed of record O.R. 6, page 925 in the Wayne County recorder's office, and being bounded and described as follows;

Commencing from the Northeast corner of the southeast quarter of Section 26, said point referenced by a 1"iron pin found in a monument box in the centerline of South Crown Hill Road at a bearing of S03°16'00"W, 300.10 feet; Thence, along the Section line of Section 26 and the centerline of South Crown Hill Road, S03°16'00"W, 853.31 feet to a point in said centerline; Thence, leaving the centerline of South Crownhill Road, N86°44'00"W, 30.00 feet to a point at the northeast corner of Lot 3295 in the City of Orrville, Thence, along the north line of said Lot 3295, continuing at a bearing of N86°44'00"W, 44.47 feet to an angle point in the north line of said Lot; Thence, N87°16'22"W, 386.73 feet to a point of curvature; Thence, along a curve to the right having a Radius of 2321.83 feet, a Delta of 04°48'33", a Length of 194.88 feet, and a Chord distance of 194.83 feet bearing N84°52'06"W, to a point; Tnence, N82°27'49"W, 70.04 feet to the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

Thence, N82°27'29"W, 47.28 feet to a point of curvature;

Thence, westerly, along the arc of a curve to the left having a Radius of 2261.83 feet, a Delta of 04°29'20", an Arc Length of 177.21 feet, and a Chord distance of 117.16 feet bearing N84°42'30"W, to a point;

Thence, N86°57'10"W, 363.44 feet to a point on the west property line of Crown Hill Development, Inc. and the east property line of the lands owned by William C. and Janet A. Burkholder as recorded in deed Volume 607, page 409 in the Wayne County Recorders Office;

Thence, S03°40'40"W, along said line, 434.40 feet to a point; said point being the southeast corner of the lands of William C. and Janet A, Burkholder and on the north line of the Wheeling and Lake Erie railroad;

Thence, S87°29'26"E, along the north line of the Wheeling and Lake Erie Railroad, 965.07 feet to a point;

Thence, N33°55'47"W, 367.77 feet to a point;

Thence, N01°28'02"W, 97.12 feet to a point;

Thence, N07°30'11"E, 25.50 feet to the **TRUE PLACE OF BEGINNING**, containing 6.620 acres of land, more or less, but subject to any easements or reservations of legal recod that may pertain to this parcel.

Lots 3441 3440

The basis of bearings for all bearings referred to in this description is the centerline of South Crown Hill Road as being N.03°16'00"E, according to prior deed O.R. Volume 6, page 925 in the Wayne County Recorders Office.

This description was prepared by Timothy R. Durr, P.S.#7788, for Engineering Associates, Inc. from a survey made by Engineering Associates in May 1996.

COMPARED

$10.00 Paid

SURVIVORSHIP DEED No. 102-E (Revised 1965)

No. 425014

VOL 607 PAGE 409

The Ohio Legal Blank, Co., Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That We, WILLIAM C. BURKHOLDER and JANET A. BURKHOLDER, husband and wife,

(insert marital status)

of Wayne County, Ohio,

for valuable consideration paid, Grant(s), (Covenants, if any), to

(insert marital status)

WILLIAM C. BURKHOLDER and JANET A. BURKHOLDER, husband and wife,

for their joint lives, remainder to the survivor of them, (G)

(insert marital status)

whose tax mailing address is (addresses are)

1832 Paradise Road
Orrville, OH 44667

the following described Real Property: (Description of land or interest therein and encumbrances, reservations, and exceptions, if any)

Situated in the Township of Green, County of Wayne and State of Ohio:

Being part of the South East Quarter of Section 26, Township 17, Range 12. Beginning at a point in the North line of said Quarter Section, 15 chains and 42 links from the west boundery thereof; thence south 1 degree 42 minutes west 13 chains and 41 links to a stone corner; thence south 88 3/4 degrees, east, 5 chains and 22 3/4 links to a stone corner; thence north 1 degree 42 minutes, East, 13 chains and 38 links to a stone corner in the north boundery line of said Quarter Section; thence west 5 chains and 22 3/4 links to a stone corner at the place of beginning. The same containing 7 acres, of land, more or less.

Also a part of the Southeast East Quarter of Section 26, Township 17, Range 12, Commencing at a point in the North line of said Quarter Section 19 chains and 77 1/4 links from the northeast corner of said Quarter Section; Thence south 1 degree, 42 minutes, west 13 chains and 38 links to the North East corner of the premises herein conveyed; thence south 1 degree 42 minutes west 5 chains and 74 links to a corner in the north line of the W. & L. E. Railroad's Right of Way; thence west along the north line of said railroad right of way 5 chains and 22 3/4 links to a corner; thence north 1 degree, 42 minutes, East 5 chains and 74 links to a corner; thence South 88 3/4 degrees, East, 5 chains and 22 3/4 links to the place of beginning, containing 3 acres.

Next preceding conveyances, Wayne County Deed Records, Vol. 274, Page 476 and Vol. 322, Page 85.

Prior Instrument References: Vol. 332 Page 382 of the Deed

Records of Wayne County, Ohio.

This is a Survivorship Deed*

*See Sections 5301 and 5302.17 of the Revised Code of Ohio as to covenants made and the warranties given by the Survivorship Deed.

200500195616
MORRIS STUTZMAN
PICK UP

OR 0510 PAGE 1263

200500195616
Filed for Record in
WAYNE COUNTY RECORDER
JANE CARMICHAEL
04-08-2005 At 01:21 pm.
DECL/BYLAWS 104.00
OR Book 510 Page 1263 - 1273

NOTATED

FIFTH AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

CROWN HILL CONDOMINIUM

This will certify that a copy of this Fifth Amendment to the Declaration of Condominium Ownership of Crown Hill Condominium has been filed in the Office of the County Auditor, Wayne County, Ohio.

Dated: 4-8-05

Jara Underwood, County Auditor

By: Barbara Flukinger
Deputy Auditor

This Instrument Prepared By:
Morris Stutzman, Attorney
Logee, Hostetler, Stutzman & Lehman
2171-B Eagle Pass
Wooster, Ohio 44691
Ph: (330) 264-6115

FILED
AUDITOR'S OFFICE
2005 APR -8 P 1:04
JARA L. UNDERWOOD
WAYNE COUNTY AUDITOR

Instrument
200500195616

FIFTH AMENDMENT TO THE DECLARATION

OF

CROWN HILL CONDOMINIUM

THIS FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF CROWN HILL CONDOMINIUM is made this 22nd day of February, 2005 by the President and Secretary of Crown Hill Condominium Unit-Owners Association, the Unit Owners' Association for Crown Hill Condominium (the "**Association**").

WHEREAS, the Declaration of Condominium Ownership (the "**Declaration**") and Bylaws (the "**Bylaws**") for Crown Hill Condominium were recorded in Volume 48, Page 1 of the Wayne County Deed Records; and

WHEREAS, Section 10 of the Bylaws provides that such Bylaws may be amended by the affirmative vote of members exercising at least seventy-five percent of the voting power of the Association, which amendment shall take effect when set forth as an amendment to the Declaration and filed for record as required by the Ohio Revised Code; and

WHEREAS, Unit Owners exercising not less than seventy-five percent (75%) of the voting power have consented to amend and restate the Bylaws of the Association as hereinafter set forth.

NOW THEREFORE, the Bylaws of the Association set forth as part of the Declaration for Crown Hill Condominium recorded in Volume 48, Page 1 are hereby amended and restated as follows:

BYLAWS OF THE

CROWN HILL CONDOMINIUM UNIT-OWNERS ASSOCIATION

ARTICLE I
Name and Purpose of Association

The name of the Association is the Crown Hill Condominium Unit-Owners Association, an Ohio non-profit corporation (the "Association"). The sole purpose of the Association is to manage, govern, and control the Crown Hill Condominium in accordance with Chapter 5311 of the Ohio Revised Code (the "Condominium Act"), the Declaration of Condominium for Crown Hill Condominium recorded with the Wayne County, Ohio Recorder (the "Declaration"), and the Articles of Incorporation. Unless specifically defined herein, all terms shall have the same meaning as set forth in the Declaration.

ARTICLE II
Membership

Section 2.01 - Members. Each Unit Owner, as defined in the Declaration, is a member of the Association.

ARTICLE III
Meetings of Unit Owners

Section 3.01 - Annual Meeting. The Association shall hold an annual meeting during September of each year at a convenient time and place designated by the Board of Managers.

Section 3.02 - Special Meetings. A special meeting of the Association may be called at any time by the president or by the Board of Managers, or upon the written request of Unit Owners entitled to exercise fifty percent (50%) or more of the voting power of the Association, and when required by the Condominium Act.

Section 3.03 - Notice of Meetings. A written notice of each meeting of the Unit Owners shall be given by, or at the direction of the secretary or person authorized to call such meeting to each Unit Owner at least ten (10) days before such meeting. Such notice shall be deemed to be sufficiently made when delivered personally or when deposited in the United States mail, postage prepaid, addressed to the Unit Owner at the address last appearing on the records of the Association, or supplied to the Association for the purpose of such notice. The notice shall specify the place, day and hour of the meeting and, in case of a special meeting, the purpose of the meeting.

Section 3.04 - Waiver of Notice. Notice of any meeting may be waived in writing whether executed before, at or after the holding of such meeting, which notice shall be filed with or entered upon the records of such meeting. The attendance of any Unit Owner at

such meeting without protesting the lack of notice prior to or at the commencement of the meeting shall be deemed to be a waiver by such Unit Owner of notice of such meeting.

Section 3.05 - Quorum. The Unit Owners present, in person or by proxy, at any meeting of which proper notice has been given shall constitute a quorum for the transaction of business at such meeting.

Section 3.06 - Proxies. A Unit Owner may vote in person or by proxy at any meeting of Unit Owners. A proxy shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by a Unit Owner of his, her or its Unit.

Section 3.07 - Voting Power. Except as otherwise provided in the Declaration or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Declaration or by law.

Section 3.08 - Action in Writing Without a Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting by the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than the majority of the voting power of Unit Owners or such greater proportion of the voting power as required by the Declaration or by law.

ARTICLE IV
Board of Managers (Board of Trustees)

Section 4.01 - Number, Qualifications and Election. The Board of Managers shall be composed of six (6) persons. Any person who is a Unit Owner is eligible to be elected as a manager. The Board of Managers shall solicit nominations from members prior to the annual meeting. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Managers a partner, member of a limited liability company, director, officer or employee of that Unit Owner. The Board of Managers shall prepare and present a slate at the annual meeting of the Association consisting of at least one Unit Owner for each office to be filled. Managers shall be elected, by affirmation or in such other manner as determined by the Board of Managers, by a majority of the votes cast for a term of three (3) years. The terms of office shall be arranged so that as nearly as possible, an equal number of managers may be elected at each annual meeting.

Section 4.02 - Disqualification, Removal and Vacancies. A manager is disqualified from holding office when such person is no longer a Unit Owner. A manager may be removed from office by a vote of a majority of the Unit Owners at a duly called and noticed meeting provided that notice of such proposed action shall have been given in the notice of such meeting and that the manager shall have been informed in writing of the charges preferred against him at least ten (10) days before such meeting. The manager shall be given an opportunity to be heard at the meeting. In case of a vacancy on account of the

resignation, disqualification, removal, or death of a manager, the remaining managers may appoint a successor to serve until the next annual meeting of Unit Owners when a manager shall be elected to complete the balance of the unexpired term.

Section 4.03 - Compensation. A manager shall not receive any compensation for their services but are entitled to be reimbursed for actual and necessary expenses incurred in the performance of their duties; provided further, that the foregoing shall not be construed to prohibit a manager from serving the Association in any other capacity as an employee, independent contractor or agent and receiving a salary or other compensation for services rendered in such capacity.

Section 4.04 - Regular Meetings. Regular meetings of the Board of Managers shall be held no less than quarterly at such times and places within fifteen (15) miles of the condominium property as the Board may determine.

Section 4.05 - Special Meetings. Special meetings of the Board of Managers shall be held when called by the president or by any three (3) managers. Notice of the place, day and hour of such meeting and the purpose of such meeting shall be personally delivered or mailed to each manager by United States mail, postage prepaid, at least three (3) days before the meeting is held

Section 4.06 - Waiver of Notice. Notice of any meeting of the Board of Managers may be waived in writing, either before or after the holding of such meeting, by any manager which writing shall be filed with or entered upon the records of the meeting. The attendance of any manager at a meeting of the Board of Managers without protesting, prior to or at the commencement, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Section 4.07 - Quorum. The presence of a majority of the managers at any duly called and noticed meeting shall constitute a quorum for the transaction of business.

Section 4.08 - Voting Power. Each manager shall be entitled to one (1) vote. Except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws, or by law, the vote of a majority of the managers voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 4.09 - Resignation. Any manager of the Association may resign at any time by giving written notice to the Board of Managers or to the Secretary of the Association. Such resignation shall take effect at the time specified therein and unless specified in such written notice, no acceptance of such resignation shall be necessary to make it effective.

Section 4.10 - Action in Writing. Any action that could be taken at a meeting of the Board of Managers may be taken without a meeting by the affirmative vote or approval, in a writing or writings, of all of the Managers.

Section 4.11 - Authority of Board of Managers. The Board of Managers shall have all the powers and authority necessary or appropriate for the administration of the affairs of the Association that are not specifically and exclusively reserved to the Unit Owners by law, by the Declaration or by any provision herein. Without limiting the generality of the foregoing, the Board of Managers shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with the Declaration, the Articles of Incorporation, these Bylaws and the Condominium Act;

(b) obtain insurance coverage required pursuant to the Declaration or these Bylaws;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration or these Bylaws;

(d) adopt, amend or repeal rules and regulations governing the use of the Common Areas and Facilities and the personal conduct of Unit Owners, occupants and their guests and establish penalties for the infraction thereof;

(e) repair, maintain and improve the Common Areas and Facilities;

(f) establish, enforce, levy and collect assessments as provided in the Declaration, these Bylaws or in the Condominium Act;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner is in default in the payment of any assessment levied by the Association;

(h) employ attorneys, accountants or agents to provide services to the Association;

(i) invest the funds of the Association;

(j) borrow funds as needed and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan;

(k) create or dissolve standing or special committees of the Association and appoint Unit Owners as members of any such committee; and

(l) do all things and take all actions in behalf of the Association which are permitted by law or by the Declaration or these Bylaws and not specifically reserved thereby to others.

Section 4.12 - Duties. It shall be the duty of the Board to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) fix the amount of assessments against each Unit and give written notice of each assessment to every Unit owner subject thereto;

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration or these Bylaws to be enforced; and

(h) take all other actions required to comply with all requirements of law, the Declaration, these Bylaws and the Condominium Act.

ARTICLE V
Officers

Section 5.01 - Officers of the Association. The principal officers of the Association shall be a president, a secretary and a treasurer, all of whom shall be elected annually following the annual meeting of the Association by and from the Board. Each officer shall hold such office for a term of one year and until his resignation, removal, disqualification or death or until his successor shall be elected and qualified. One person may hold two or more offices; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation or the Code of Regulations to be executed, acknowledged or verified by two or more officers.

Section 5.02 - Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5.03 - Resignation and Removal. Any officer may resign at any time by giving written notice to the Board of Managers or to the Secretary of the Association. Such resignation shall take effect at the time specified therein and unless specified in such written notice, no acceptance of such resignation shall be necessary to make it effective.
Any officer may be removed from office, with or without cause, by a majority vote of the Board of Managers.

Section 5.04 - Duties of the President. The president shall preside at all meetings of Members and the Board of Managers, shall be an ex-officio member of all committees and

perform such other and further duties as may be required of him by the Board of Managers.

Section 5.05 - Duties of the Secretary. The secretary shall keep minutes of the meetings of Members and of the Board of Managers, shall keep a current list of Members of the Association and shall perform such other duties incident to the office as may be requested or assigned to him by the Board of Managers.

Section 5.06 - Duties of the Treasurer. The treasurer shall have custody off all funds and securities belonging to the Association, disburse funds for the expenses of the Association, keep correct and complete financial records of the Association as required by the Declaration or Condominium Act, and render financial reports of the Association as required by the Board of Managers or Association.

ARTICLE VI
Expenses and Assessments; Common Profits

Section 6.01 - Common Expenses. Common expenses of the Association shall include: (a) premiums for fire and extended coverage insurance on the condominium property; (b) premiums for liability insurance for unit owners and their tenants; (c) charges for water, sewer, gas and electricity for Common Areas and Facilities (but not Units); (d) costs of administration; (e) costs for maintenance, repair, rehabilitation and replacement of Common Areas and Facilities; and (f) such other reasonable Association expenses as the Board of Managers may determine.

Section 6.02 - Assessments. The Board of Managers from time to time, but at lest annually, shall determine the amount required to defray projected common expenses of the Association, or to make up common losses and shall assess each Unit Owner a pro rata share of the amount necessary to meet such expenses or losses based on the Unit Owner's percentage of interest in Common Areas and Facilities. Assessments shall be paid by Unit Owners in monthly installments. Any assessments due and unpaid at the time of sale of a Unit shall be deducted at closing from the amount due seller and paid to the Association.

Section 6.03 - Common Profits. Common profits, if any, of the Association may be retained as a reserve or distributed pro rata to the Unit Owners as determined by the Board of Managers.

ARTICLE VII
Use of Units

Section 7.01 - Residential Use and Prohibited Activities. Each Unit shall be occupied and used only as a private, single-family residence by the Unit Owner who shall respect the rights, comfort, and peace of the neighbors. No Unit Owner shall engage in or allow any activity considered extra hazardous for insurance purposes, or which is a nuisance or causes undue annoyance or inconvenience to the occupants of the condominium.

Section 7.02 - Right To Use and Right Of Access. Ownership of a Unit includes the right to exclusive possession, use, and enjoyment of all parts of the Unit and its

appurtenances, including the right to decorate and maintain the same subject to access as necessary to maintain, service, or repair any common area or facility of the condominium.

Section 7.03 - Compliance With Law and Rules. Each Unit Owner shall at all times abide by the Bylaws of the Association and regulations adopted under it, the Declaration, restrictions contained in his deed, and the Condominium Act.

Section 7.04 - Renting Unit. No Unit Owner shall rent or lease their Unit without the unanimous written consent of all of the Managers, including their approval of the prospective tenant. The rental agreement or lease shall be in writing and shall include the lessee's promise to abide by the bylaws of the Association and the regulations adopted under it, the restrictions contained in the deed, the Declaration, and the Condominium Act. The rental agreement or lease shall also appoint the Board of Managers as attorney in fact for the Unit Owner for purposes of evicting the tenant in case of his violation of the lease. The Unit Owner shall continue to be liable for all obligations of ownership of his Unit and shall be responsible to the Board of Managers for the conduct of his tenant. Any purported rental agreement or lease in violation of this section is void.

ARTICLE VIII
Association's Right of First Refusal

Section 8.01 - Right of First Refusal. When a Unit Owner receives an offer to purchase his Unit which is acceptable to him, he shall transmit a copy of the offer to the Board of Managers, which shall have the option of buying the Unit on behalf of the Association on the same terms as the offer. The option shall be exercised in writing, within 10 days after receipt of the copy of the offer. The option shall lapse if not exercised within that time. This right of first refusal to purchase a Unit shall not apply to a conveyance of the Unit by gift, devise, sale, or otherwise to the spouse, children, brothers, sisters, or parents of the Unit Owner.

ARTICLE IX
Indemnification and Insurance

Section 9.01 - Indemnification. The Association shall indemnify every person who is or has been a trustee (Manager), officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a trustee (manager) officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the

Association to procure a judgment in its favor against any person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless, and only to the extent that, the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 9.02 - Determination Required. Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Board of Managers of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested managers so direct, in a written opinion by independent legal counsel, other than an attorney, or a firm having associated with it an attorney, who has been retained by or who performed services for the Association or any person to be indemnified within the past five years, or (c) by the Unit Owners, or (d) by the court in which such action, suit or proceeding was brought..

Section 9.03 - Article VI Not Exclusive. Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the Unit Owners, or otherwise.

ARTICLE X
Amendments

Section 10.01. Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

The undersigned do hereby certify that the aforesaid amended and restated Bylaws were duly adopted in accordance with the provisions of Section 10 of the Bylaws of the Association as an amendment to the Declaration by the affirmative vote of no less than seventy-five percent (75%) of the voting power of Unit Owners.

Instrument
200500195616

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment to the Declaration of Condominium Ownership.

Crown Hill Condominium Unit-Owners Association

Morris Stutzman

By: Kenneth E. Stuter, President

Elaine Boak

By: Donna Smith, Secretary

STATE OF OHIO
ss:
WAYNE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named Crown Hill Condominium Unit-Owners Association, by Kenneth E. Stuter, its President, and Donna Smith, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Orrville, Ohio this 22nd day of February, 2005.

Notary Public
Morris Stutzman, Notary Public
State of Ohio
My commission has no expiration date

NOTARIAL SEAL STATE OF OHIO

MORRIS STUTZMAN, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE

This Instrument Prepared By:
Morris Stutzman, Attorney
Logee, Hostetler, Stutzman & Lehman
2171-B Eagle Pass
Wooster, Ohio 44691

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