

EXHIBIT ONE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

ROCKPORT COLONY CONDOMINIUMS

PHASE I-A

CITY OF STOW, COUNTY OF SUMMIT, STATE OF OHIO

This will certify that a copy of this Declaration, together with the Drawings, By-Laws, and other Exhibits referred to therein, were filed in the office of the County Auditor, Summit County, Ohio on \_\_\_\_\_, 1993

COUNTY AUDITOR

BY: \_\_\_\_\_  
Deputy

This Instrument Prepared By:

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

NOTICE

GRANTOR HAS A RIGHT TO MAKE TECHNICAL CHANGES IN THIS INSTRUMENT AT THE TIME OF RECORDING THIS INSTRUMENT TO REFLECT THE THEN EXISTING DEVELOPMENT OF ROCKPORT COLONY CONDOMINIUMS, INC.

DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
ROCKPORT COLONY CONDOMINIUMS

WHEREAS, Rockport Colony Condominiums, Inc. (hereinafter referred to as the "Grantor" or as the "Developer") is the owner in fee simple of the real property and land described as Parcels I and II in Exhibit "A" attached hereto and hereby made a part hereof; and

WHEREAS, Grantor desires to submit the real property and land described as Parcel I of Exhibit "A" attached hereto and hereby made a part hereof, together with the improvements thereon constructed, and herein described (hereinafter referred to as the "Premises"), to the provisions of Chapter 5311 of the Ohio Revised Code (hereinafter referred to as the "Condominium Act") as Condominium Property which will be thereby established and shall be known under the name and style of "Rockport Colony Condominiums"; and

WHEREAS, it is the desire of Grantor to provide for the possible future submission of all or any part of the land described as Parcel II on Exhibit "A", together with improvements to be constructed thereto, to the provisions of the Condominium Act and to add the same to the Condominium Property established pursuant to this instrument at varying times and as varying phases as Grantor may from time to time determine, but subject to and in accordance with the limitations and restrictions hereinafter set forth.

NOW THEREFORE, Grantor does hereby submit Parcel I described in Exhibit "A" attached hereto and hereby made a part hereof to the Condominium Act as Condominium Property and hereby declares:

I. LEGAL DESCRIPTIONS AND DEFINITIONS

A. Legal Descriptions.

1. The legal description of the Premises is set forth as Parcel I on Exhibit "A" attached hereto and hereby made a part hereof.
2. The legal descriptions of additional property and land which Grantor may in the future submit to provisions of the Condominium Act is set forth as Parcel II on Exhibit "A" attached hereto and hereby made a part hereof.

- B. Definitions. The following terms used herein are defined as follows:

1. "Unit" means a unit in Rockport Colony Condominiums which is a "Unit" as defined in Section 5311.01 (1), Ohio Revised Code.
2. "Association" means the Rockport Colony Condominium Unit Owners Association, Inc. which will be a "Unit Owners Association" as defined in Section 5311.01 (L), Ohio Revised Code.
3. "Condominium Property" and "Premises" means and includes the land described herein as the Premises and described as Parcel I in Exhibit "A", together with all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property incident thereto, in Rockport Colony Condominiums which are hereby being submitted to the provisions of the Condominium Act; provided, however, that if and when at varying times and phases all or any part of Parcel II is added to the Condominium Property pursuant to the provisions of Article XX of the Declaration, the term "Condominium Property" shall also include all or the part of the land in Parcel II, as the case may be, which is added to the Condominium Property pursuant to Article XX of the Declaration and all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property incident thereto and thereon.
4. "Phase I-A" means the Condominium Property or the Premises.
5. "Limited Common Areas and Facilities" means and includes those common areas and facilities designated in this Declaration and as shown on the drawings which are Exhibit "B" hereto as reserved for use of a certain Unit or Units to the exclusion of the other Units in Rockport Colony Condominiums.
6. "Owner" means the Unit Owner in Rockport Colony Condominiums who is a "Unit Owner" as defined in Section 5311.01 (J), Ohio Revised Code.
7. All other terms and/or words used herein which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein as set forth therein.

## II. NAME

The Condominium Property shall be known as Rockport Colony Condominiums.

### III. THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY

- A. Purpose. The Condominium Property shall be used for single family residence purposes and common purposes auxiliary thereto, in accordance with the Condominium Act, this Declaration, the By-Laws of the Association which are Exhibit "D" hereto, and the rules and regulations of the Association pertaining thereto, and for no other purpose except for purposes reserved by Grantor herein. A Unit Owner may use a portion of an Owner's Unit for Unit Owner's office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant, and provided further that in no event shall any part of the Condominium Property be used as a school or music studio, and provided further that the use of the Unit as aforesaid is in full compliance with any applicable zoning law or ordinance.
- B. Restrictions.
1. Obstruction and Maintenance. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association, except as hereinafter expressly provided, or as otherwise provided in the By-Laws. Each Owner shall be obligated to maintain and keep in good order and repair the Owner's Unit.
  2. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which will increase the rate of insurance on the Condominium Property, or any contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Areas and Facilities or in the Limited Common Areas and Facilities which will result in the cancellation of insurance of the Condominium Property, or any contents thereof, or which would be in violation of any law, statute, ordinance, rule, regulations or order of any governmental authority or of the Association. No waste will be committed on any part of the Condominium Property.
  3. Exterior Surfaces of Buildings. No Owner shall cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside

walls of the building which is part of the Condominium Property and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Association, other than those originally provided by the Grantor.

4. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas or Facilities or Limited Common Areas and Facilities except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that the same are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board of Managers of the Association.
5. Nuisance. No noxious or offensive activity shall be carried on in any Unit or in, on or to the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.
6. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities or Limited Common Areas and Facilities which will impair the structural integrity of the building or which would structurally change the building.
7. Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities and Limited Common Areas and Facilities. The Common Areas and Facilities and the Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.
8. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles (except for deliveries), benches or chairs on any part of the Common Areas and Facilities and Limited Common Areas and Facilities except in accordance with rules and regulations therefor which may be adopted by the Association. Notwithstanding the foregoing, non-

commercial vehicles may be parked in paved portions of the Limited Common Areas.

9. Prohibited Activities. No industry, business, trade or occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, provided however, that for a period of seven (7) years following the date of recording this Declaration, the right is hereby reserved to Grantor and/or his agent or agents to use one or more Units, and/or other parts of the Condominium Property - (including the Common Areas and Facilities), for business and/or promotional purposes, including clerical activities, sales and rental offices, model Units and the like, in connection with the sale, use or other disposition of the Units or other Units offered for sale or use by Grantor or his Affiliates, whether such Units are then part of the Condominium Property or separately used, owned or controlled by Grantor and its Affiliates. The term "Affiliates" as used herein, shall mean and include any person, firm or corporation owned, controlled or managed by Grantor. For said seven (7) year period, Grantor reserves to himself and his Affiliates and his respective agent or agents the right to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Association. Further, any persons, firms and/or corporations which may, from time to time, be designated by Grantor as sales agents (hereinafter sometimes referred to as "Agents") for Grantor in connection with the sale and/or lease of the Units to other persons, may, for said seven (7) year period, be the Owners of one or more Units as a step in the ultimate sale and/or lease of Units to such other persons; and, as the Agents, may hold title to the Units in the Agent's names or in the names of the Agent's nominees and the Units so owned by the Agents for said seven (7) year period may be used for any and all such business or promotional purposes, including clerical activities, sales and rental offices, model Units and the like, in connection with the sale, use or other disposition of any of said Unit or Units by the Agents, anything contained in this Declaration and/or the By-Laws notwithstanding.
10. Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities or Limited Common Areas and

Facilities except as herein provided and except upon the prior written consent of the Association.

11. Rental of Units. The respective Units shall not be rented by the Owners thereof except in compliance with the terms of the Declaration and rules and regulations adopted by the Association and in no event shall a Unit be rented by the Owners thereof for "transient or hotel purposes" which "transient or hotel purposes" are hereby defined as (a) rental for any period less than one hundred twenty (120) days, or (b) any rental, if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and/or bellboy service. Other than the foregoing obligations, and except as is otherwise provided in the Declaration, the Owners of the respective Units shall have the absolute right to lease the Unit provided that any said lease is made subject to the prior approval of the Association and to the covenants and restrictions in this Declaration, the By-Laws and the rules and regulations of the Association pertaining thereto and as amended or enacted from time to time thereafter.

#### IV. GENERAL DESCRIPTION OF BUILDINGS.

Unless and until the Declaration is amended, as provided in Article IX and Article XX of the Declaration, the buildings which are presently or which are expected to become a part of the Condominium Property are one or two story residential buildings which contain a total of four (4), five (5), or six (6) Units each with attached garages. The buildings are constructed with frame and vinyl sided exterior side walls, vinyl windows, a wood frame roof with fiberglass shingle covering, wood floor joists and wall studs, and drywall. The buildings and the Units are shown on the Drawings which are marked Exhibit "B" and hereby made a part hereof and which are herein referred to as the "Drawings".

#### V. INFORMATION ABOUT UNITS.

- A. Identifying Numbers of Units. Each Unit bears the identifying number designated on Exhibit "C" attached hereto and hereby made a part hereof. The legal description of each Unit shall consist of the identifying number of each such Unit as shown on the Drawings (Exhibit "B") and as set forth on Exhibit "C". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown in the Drawings and on Exhibit "C", and every

such description shall be deemed good and sufficient for all purposes as provided in this Condominium Act.

B. Description of Units. Each of the Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces of the perimeter walls, floors and ceilings of the Unit projected, if necessary, by reason of structural divisions such as interior walls and other partitions or roof rafters, to constitute a complete enclosure of space, provided that, where ever such undecorated surfaces consist of plaster or plasterboard all of such plaster or plasterboard contiguous to such surface shall be included within the Unit, but excepting the space occupied thereby lying outside of the perimeters of the Unit. The layout and dimensions of the Units are shown on the Drawings and include without limitation:

1. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to perimeter walls, floor and ceilings.
2. The interior surface of all screens and doors, including the frames, sashes and jambs, and the space occupied thereby, and the entire panes of glass on all windows;
3. All fixtures located within the bounds of a Unit, installed in and for the exclusive use of the Unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof;
4. All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;
5. All space between the interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits; and
6. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or fixtures located therein, and which are located within the bounds of the Unit.



There shall be excepted and excluded from the foregoing all of the following items (which excepted items shall be Common Areas and Facilities) located within the bounds of any Unit:

1. Any part of the structure contained in all interior walls, and the structural component parts of perimeter walls;
2. All vent covers, grills, plat covers and other coverings of space which are not part of the Unit as defined herein;
3. All plumbing, electric heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other Unit; and
4. All supporting walls, floors, ceilings, fixtures and other parts of the building which are 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.
5. The exterior of all screens and doors, including the exterior frames, sashes and jambs associated therewith.

**VI. DESCRIPTION OF COMMON AND LIMITED COMMON AREAS AND FACILITIES.**

- A. Common Areas and Facilities. The entire balance of the Condominium Property, including the land and the improvements thereon and outdoor parking areas as shown on the Drawings, shall be the Common Areas and Facilities. The percentage of ownership of undivided interests in the Common Areas and Facilities, and the percentage basis of the allocation of Common Profits and Common Expenses attributable to the ownership interest of each Unit, shall be as set forth in Exhibit "C". The aforesaid respective percentages of ownership of undivided interests in the Common Areas and Facilities of each Unit as expressed herein shall not be altered without an amendment to this Declaration unanimously approved by all Unit Owners affected, except as otherwise provided in Articles IX and XX of the Declaration. The undivided interest in the Common Areas and Facilities shall not be separately conveyed, encumbered or otherwise divided from the Unit to which it appertains and each such undivided interest in the Common Areas and Facilities 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, conveyance or encumbrance.

- B. Limited Common Areas and Facilities. The following, included within the Common Areas and Facilities, are all hereby made and shall be deemed to be Limited Common Areas and Facilities which are reserved for the exclusive use of a Unit or Units, as hereinafter set forth:
1. Patio, if any, adjoining a Unit shall be reserved for that Unit;
  2. Balcony, if any, adjoining a Unit shall be reserved for that Unit;
  3. Front porch, if any, adjoining a Unit shall be reserved for that Unit;
  4. Rear yard, if any, adjoining a Unit as shown on the Drawings;
  5. The driveways and outdoor parking areas for each of the Units shall be and the same are reserved for the exclusive use and benefit of each of the respective Units, all as set forth in the Drawings, and more particularly as is hereinafter set forth. Each of the garages which is part of the building containing the Unit are Limited Common Areas for that Unit, and are shown on the drawings and have dividing partitions and the partition represents the share of the garage attributable to each Unit as shown on the Drawings.

Each, every and all of the parts of the Limited Common Areas shall be maintained by the Unit Owners having the exclusive use and benefit of such Limited Common Areas; provided, however, the Association shall have the right at any time or times to maintain all of the Limited Common Areas in a uniform manner and charge the cost of the maintenance and repair of the Limited Common Areas to the Unit Owners who have the right to the use of Limited Common Areas so repaired and/or maintained. In the event that the Association elects to maintain, repair, and care for the Limited Common Areas, then in that event, the Unit Owners who have the right to the use of that Limited Common Areas shall have no obligation to maintain and repair the same so long as the Association has accepted the responsibility for the maintenance and repair of the same but all costs and expenses associated with the maintenance and repair of Limited Common Areas shall be charged to the Unit Owners who have the right to use those Limited Common Areas in a fair, just and reasonable manner as determined by the Association in its own absolute discretion.

VII. UNIT OWNERS ASSOCIATION.

Grantor shall cause to be formed an Ohio corporation not for profit to be named Rockport Colony Condominium Unit Owners Association, Inc. ("Association") which shall administer the Condominium Property. Subject to amendment as herein provided, the Association shall be governed by By-Laws which shall not be inconsistent with this Declaration. The By-Laws of the Association shall be as set forth in Exhibit "D" hereto except as amended. Each Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no Owner shall decline or avoid membership in the Association for any reason. Such membership shall terminate upon the sale or other disposition by such member or member's Unit ownership, at which time the new Owner of such Unit automatically shall become a member of the Association. Each Unit shall be entitled to a vote in accordance with its respective percentage of ownership interest in the Common Areas and Facilities as set forth in Article VI-A of the Declaration, as the same may be amended.

A. Board of Managers. The Trustees of Rockport Colony Condominium Unit Owners Association, Inc. shall be and shall be known and designated as the Managers and shall collectively comprise the Board of Managers of the Association. The Board of Managers and the officers of the Association shall be elected as provided in the By-Laws (hereinafter referred to as the "By-Laws") of the Association which is identified herein as Exhibit "D" and hereby made a part hereof, and the Board of Managers shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Condominium Act, the By-Laws, and by this Declaration upon the Association, except as otherwise specifically provided in the Declaration; provided, however, in the event any such power, duty and right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers, the Officer shall be deemed to act in such capacity to the extent required to authenticate the Officer's acts and to carry out the purposes of this Declaration and the By-Laws.

B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of the Condominium Act, this Declaration and the By-Laws. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the general law, the Condominium Act, this Declaration, the By-Laws, the rules and regulations of the Association and the decisions and resolutions of the Association or its representative, all as lawfully

amended from time to time, and failure to comply with any such provisions, rules, regulations, decisions or resolutions shall be grounds for an action to recover sums due and for damages and/or for injunctive and/or other appropriate relief.

VIII. STATUTORY AGENT.

The person to receive service of process for the Association shall be Kenneth T. Sowul, whose address is 7474 Auburn Road, Concord, Ohio 44077. In the event Kenneth T. Sowul is not registered with the Secretary of State of Ohio, as Statutory Agent for the Association, the person to receive such service shall be the statutory agent for such corporation as the same may from time to time be designated.

IX. AMENDMENT OF DECLARATION, BY-LAWS AND DRAWINGS.

This Declaration, the By-Laws, and/or the Drawings may be amended by meeting all requirements of the Condominium Act, and upon the filing for record with the Recorder of Summit County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by or for the Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, or in the case of technical amendments or an amendment for the purpose of adding all or any part of Parcel II to the Condominium Property pursuant to and subject to the limitation contained in Article XX of the Declaration, by Grantor or successor in interest, acting as Attorney-In-Fact for the Owners and mortgagees as provided in the Declaration. Such amendment must be executed with the same formalities as this instrument, and must refer to the Recorder's volume and page in which this instrument and its exhibits are recorded and must contain an affidavit by the President or other authorized officer of the Association, of the Grantor or its successor in interest, as the case may be, that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. Except as provided in Article XX of the Declaration with respect to an amendment for the purpose of making additions to the Condominium Property, no amendment shall have any effect, however, upon the rights and/or reservations of Grantor under this Declaration or a bona fide first mortgagee until the written consent of Grantor and/or such mortgagee to such amendment has been secured. Such consents shall be retained by the Secretary or other authorized officer of the Association and his certification of the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various

Units shall be sufficient for reliance thereon by the general public. If Grantor does not consent and/or if less than all mortgagees consent to an amendment to this Declaration, the By-Laws and/or the Drawings, said amendment or modification shall nevertheless be valid among the consenting Owners themselves, provided that the rights and reservations of Grantor and the rights of any such non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or the By-Laws may be changed, modified, or rescinded, which after such change, modification or rescission would conflict with the provisions to the Condominium Act, and except as otherwise provided in Article XX of the Declaration and by the applicable provisions of the Condominium Act, no amendment may be made to the percentage interests set forth in Article VI-A (except as it may be amended pursuant to Article IX and XX) without the prior unanimous written approval of all Owners and their respective mortgagees.

X. DRAWINGS.

Exhibit "B" which is referred to in the Declaration is a set of Drawings, as prepared and certified by James Pegoraro, Licensed Professional Engineer, and Richard Beck, Registered Ohio Architect, and same are hereby incorporated into and made a part of the Declarations. The Drawings and any amendments thereto being referred to in this Declaration as the "Drawings."

XI. USE OF COMMON AREAS AND FACILITIES.

Each Owner shall have the right to use the Common Areas and Facilities in common with all other Owners, as may be required for the purpose of ingress and egress to, and to use, occupy and enjoy the respective Unit owned by such Owner. Such rights shall extend to the Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Owner. The use of the Common Areas and Facilities and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the By-Laws and the rules and regulations of the Association as hereinafter described.

XII. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

- A. Management. Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to

discharge such responsibility to a manager or managing agent. The Board of Managers of the Association shall have the power and authority to authorize said managing agent to enter into any contracts which are necessary for the comfort and convenience of the Owners. Each Owner agrees to maintain, repair and replace at the Owner's expense all portions of the Common Areas and Facilities and/or Limited Common Areas and Facilities which may be damaged or destroyed by reason of the Owner's willful or uninsured negligent act or neglect of the Owner or any other member of the Owner's household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or members of the Owner's household.

B. Responsibility of Owner. The responsibility of each Owner shall be as follows:

1. To clean, maintain, repair and replace at the Owner's expense all portions of the Owner's Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures, or installations and any portion of any other utility service facilities located within the Unit boundaries. Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the decorating within the Owner's Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Owner, and such Owner shall maintain such interior surfaces in good condition at the Owner's sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such Owner shall have the right to decorate such interior surfaces from time to time as the Owner may see fit and at the Owner's sole expense. The interior and exterior surfaces of all windows and doors forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items, visible on the exterior of the building, shall be subject to the rules and regulations of the Association. Decorating of the Common Areas and Facilities (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by

any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Areas and Facilities by the Association, shall be furnished by the Owners Association as part of the Common Expenses.

2. To maintain and repair all interior and exterior windows in the Unit and all interior doors, vestibules and entry-ways within the Owner's Unit and all associated structures and fixtures therein, which are appurtenances to the Owner's Unit. The foregoing includes, without limitation, the Unit Owner's responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
3. To remove trash and garbage to the street on days of collection, to water the lawn and shrubbery appurtenant to the Owner's Unit, to keep gutters free from debris and to provide its own exterminating service if and when necessary.
4. To perform the Owner's responsibilities in such manner so as not to unreasonably disturb other Owners and persons residing within the Condominium Property.
5. Not to paint or otherwise decorate or change the appearance of any portion of the Condominium Property not within the walls of the Unit, unless the prior written consent of the Association or Grantor is obtained.
6. To promptly report to the Association or its agent or agents, any defect or need for repairs, the responsibility for the remedying of which is with the Association.
7. Not to make any alterations in the portions of the Unit or any of the Condominium Property which is to be maintained by the Association or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the Unit without first obtaining the written consent of the Board of Managers of the Association nor shall any Owner impair any easement without first obtaining the prior written consents of the Association and of the Owner or Owners or person, firm or corporation for whose benefit such easement exists.
8. To fulfill such other responsibilities as may be imposed pursuant to the By-Laws.

- C. Separate Mortgages of Units. Each Owner shall have the right to mortgage and/or encumber the Owner's own respective Unit together with the Owner's respective ownership interest in the Common Areas and Facilities and each such bona fide mortgage and/or encumbrance shall include any subsequently acquired interest, be it legal, equitable, contractual or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except the Owner's own Unit and the Owner's own respective ownership interest in the Common Areas and Facilities as aforesaid.
- D. Separate Real Estate Taxes. Each Unit and its percentage interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Owner, but are taxed to the Condominium Property as a whole, then each Owner shall pay the Owner's proportionate share thereof in accordance with the Owner's respective percentage of ownership interest in the Common Areas and Facilities, as determined by Grantor.
- E. Construction Defects. The obligations of the Association of the Owners to repair, maintain and replace the portions of the Condominium Property for which the Owners are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.
- F. Limited Warranty. Grantor shall and does hereby furnish a two (2) year warranty in connection with the sale by Grantor of any Unit, which two (2) year warranty covers the full cost of labor and materials for any repair or replacement of the roof or structural components and the mechanical, electrical, or plumbing elements which are part of the Common Area of any building which is part of the Condominium Property as a whole, which repairs or replacement are occasioned or necessitated by defect in material and workmanship to the aforesaid items and the within warranty shall



commence on the date that the first deed or other evidence of ownership is filed for record for the sale of a Unit in such building, which sale shall be made by Grantor or Developer in good faith for value, provided, however, the warranty set forth for common elements shall commence, if additional property is added to the Condominium Property as permitted pursuant to the terms of the Declaration, on the date the first deed or other evidence of ownership is filed for record for the sale by grantor of a Unit in such additional property and said extension of the warranty shall relate only to the additional property. Grantor shall and does hereby furnish to each Unit Owner a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of the structural, mechanical and other elements pertaining to each Unit within the Condominium Property occasioned by defect in material and workmanship and such warranty shall commence on the date that the first deed or other evidence of ownership for the sale of the Unit is filed for record, which sale shall be made by Grantor or Developer in good faith for value, provided, however, in the event additional property is added to the Condominium Property as permitted pursuant to the Declaration then, with respect to such additional property, such one (1) year warranty shall commence on the date that the deed or other evidence of ownership is filed for record with respect to said Unit located on the additional property. With respect to any appliances installed and furnished by Grantor as part of the Unit, Grantor shall and does hereby assign to the purchasing Unit Owner all of the express and implied warranties of the manufacturer and such assignment shall and does hereby assign to the purchasing Unit Owner all of the express and implied warranties of the manufacturer and such assignment shall and does hereby satisfy Grantor's obligation to provide a one (1) year warranty for those items with respect to such appliances, Grantor's warranty shall be limited solely and exclusively to the installation thereof. Grantor shall and does hereby transfer and assign without recourse to the Unit Owner and to the Association all other warranties which exceed the time periods set forth herein with respect to the warranties required to be made by Grantor pursuant to the applicable provisions of the Condominium Act.

- G. Effect of Insurance or Construction Guarantee. Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction

defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or any Owner in performing its or the Owner's obligations hereunder.

**XII. ENCROACHMENTS AND EASEMENTS.**

A. Encroachments. In the event that, by reason of the construction, settlement, or shifting of the building or any part thereof, or by reason of the partial or total destruction and rebuilding of the building and/or any part of the Condominium Property, or if any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to an Owner to use or occupy, for formal uses and purposes, any portion of the Common Areas and Facilities consisting of unoccupied space within the building in adjoining the Owner's Unit, or, if by reason of the design or construction of utility systems, any mains, pipes, ducts, or conduits serving either any other Unit or more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be established in favor of the Owner of any Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of the Owner.

B. Maintenance Easements. The Owner of each Unit shall be subject to easements for access established hereby arising from necessity of maintenance or operation of the entire Condominium Property or any part thereof. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls, floor ceilings and halls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing with the walls, floors ceilings and halls and further shall have an easement to hang pictures, mirrors and the like upon the walls of the Owner's Unit.

JANUARY 21, 1993  
LEGAL DESCRIPTION OF  
ROCKPORT COLONY CONDOMINIUMS  
ADDITIONAL LANDS REMAINING  
AFTER DECLARATION OF PHASE I-A  
PAGE 3

- COURSE XXI Thence North 64°50'51" West, a distance of 329.56 feet to a point;
- COURSE XXII Thence South 64°09'44" West, a distance of 32.17 feet to a point;
- COURSE XXIII Thence North 64°50'51" West, a distance of 389.37 feet to a point;
- COURSE XXIV Thence North 59°56'55" West, a distance of 351.28 feet to a point;
- COURSE XXV Thence North 67°57'54" West, a distance of 231.25 feet to a one inch pinch pipe found at the South-easterly corner of land so conveyed to Stow-Hudson Investment Co. II;
- COURSE XXVI Thence North 27°30'01" East along the Easterly line of land so conveyed to Stow-Hudson Investment Co. II, a distance of 1050.66 feet to an angle point therein;
- COURSE XXVII Thence North 0°00'29" West continuing along said Easterly line, a distance of 320.00 feet to the Place of Beginning and containing 25.6433 acres of land as calculated and described in January 1993 by Rudy E. Schwartz P.S. No. 7193 of LDC Inc., be the same, more or less, but subject to all legal highways and easements of record. Bearings used herein refer to an assumed meridian and are intended to indicate angles only.

File No. 92-518  
(LD.02)

C. Easements for Drives, Utilities and Roadways. The roadway, drive, land and utility easement systems installed by Grantor within the Condominium Property are and will be an integrated, interdependent and continuous system of private roadways and drives and utility easements for the use and benefit of the Condominium Property and each Unit Owner therein and for the orderly development and ownership of any addition to the Condominium Property or other use and development of Parcel II on Exhibit "A" hereto, and in connection with said orderly development, Grantor has heretofore granted, reserved and excepted and does hereby grant, reserve and except certain non-exclusive easements and rights-of-way for roadways, drives, sanitary sewers, storm sewers and or for other utility services and/or other services (including without limitation thereto, water, gas, electricity and telephone) in, on, under and/or over the Premises as shown on Page 1 of the Drawings and the roadways, drives, easements, water mains, sewers and other utility services provided and/or to be provided for and/or on the Premises herein and/or the extensions and/or connections of any and all of the same in order that the same be part of said continuous systems of roadways, drives and easements for the Condominium Property. The Association and the Owners hereby are assigned and assume and shall perform all rights, duties (including, without limitation, Grantor's obligations to keep in good repair and/or maintain said roadways, drives, and utility lines, systems and easements) and privileges of Grantor under such easements with respect to the Premises herein, including Grantor's rights, duties, obligations and privileges with respect to the entire system of roadways and utility easements and services which are the subject hereof and/or of said easement agreements, whether the same are on or beyond the limits of the Condominium Property, and the Association and the Owners shall pay its and their share of the total cost of performing and/or assuming performance of and/or cooperating and/or contributing in performance of Grantor's said duties, obligations and/or liabilities with respect thereto; and each and every Owner's interest in the Owner's respective Unit and/or in the Common Areas and Facilities associated with such Unit and/or any and all parts of the Condominium Property shall be subject thereto. If and when additional condominium or other residences or uses are established on all or part of Parcel II whether or not such additional property is added to the Condominium Property, as permitted by Article XX of the Declaration, each such Condominium Unit and/or other

residential use shall pay its share of the cost of the aforesaid easements as provided in this Article XIII which shall be paid by assessment as set forth herein. The Grantor, for a term of seven (7) years or until the Grantor is no longer a Unit Owner, whichever event is the first to occur, and thereafter the Association, may hereafter grant easements on behalf of the Owners to entities for utility purposes and drive or roadway purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace drives, roadways, floors, ramps, water mains, and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under along and on any portion of the Common Areas and Facilities within the Condominium Property; and each Unit Owner hereby grants, and the transfer of title to an Owner to the Unit shall be deemed to grant, to the Grantor and/or Association, as the case may be, an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate any and all of the foregoing, including in connection with the Association's and/or Owner's obligations to perform said easement agreement, and the Unit Owner and the Association for a period of seven (7) years or until the Grantor is no longer a Unit Owner, whichever event shall first occur, grants to Grantor an irrevocable power of attorney, which is coupled with an interest, to execute such easement agreements on behalf of the Association and Unit Owners.

- D. Easements Through Walls Within Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries and the Building.
- E. Reservation of Temporary Easement. For a period of seven (7) years or for the maximum period permitted under the Condominium Act, whichever period is less, temporary easements in favor of the Grantor are hereby reserved in, on, under and/or over the Premises (for the benefit of Parcel II) and the Owners (including Grantor) of such property, for reasonable access to construct buildings, repair and other improvements on Parcel II to install, lay, maintain, repair and replace utility conduits and lines for the purpose of providing all available utility services thereto, and to add to the building and other improvements on property such

buildings and other improvements on Parcels II as Grantor may determine. Non-exclusive temporary easements in favor of Grantor for the same period set forth in the first sentence of Article XII-E hereof are hereby reserved in, on under and/or over the Premises for the benefit of Parcel II and the Owners (including Grantor) of such property for ingress and egress of pedestrian and vehicular traffic over all roadways, drives, and/or walks located on the Premises, during the construction of said improvements on Parcel II.

- F. Reservation of Permanent Access and Utility Easement. Grantor shall and does hereby reserve unto itself, its successors and assigns, a non-exclusive easement in, unto, over and under the parcel of land forming Phase I-A of the Condominium Property, said easement being for the purpose of access, ingress and egress by Grantor, its successors and assigns, and to construct, install, lay, maintain, repair or replace roadways, sewer, gas, water or electric utility conduits, mains, laterals, pipes, lines and systems and other utility services for the benefit of and to service Parcel II and Grantor's other contiguous property, if any. Grantor's rights hereunder shall include the right to tap into and otherwise make connections with any utility systems now or hereafter existing within the easement areas.
- G. Modification and Amendment of Easement. Grantor shall and does hereby reserve the right to modify, amend, extend or relocate any and all of the easements which are established, granted or reserved upon, through or over the part of the Premises for roadways, drives, lanes and utility purposes and in furtherance thereof each Unit Owner by acceptance of title to a Unit shall and does hereby grant to Grantor, his successors and assigns, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Owner and for and in the name of the Association such instruments, documents and papers as may be necessary to effectuate any and all of the foregoing rights hereby reserved to Grantor, his successors and assigns.
- H. Easements to Run with Land. All easements and rights described herein are appurtenant running with the land, perpetually (except as provided in Article XIII-E hereof) in full force and effect, and at all times shall inure to the benefit of and be binding on Grantor, his successors and assigns, and any and all other persons having an interest in the Premises, or any part or portion thereof.

- I. Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered along with the Unit.

XIV. ASSESSMENTS-LIEN OF ASSOCIATION.

- A. General. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities and for the insurance of the Units and for other general and or specific maintenance and/or operating expenses shall be Common Expenses and, together with the payment of other Common Expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.
- B. Utilities. Each Owner shall pay for the Owner's own telephone, electricity, water, sewer, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed separately shall be treated as part of the Common Expenses..
- C. Division of Common Profits and Common Expenses. In connection with the operation of Condominium Property, the Common Expenses shall be assessed against each Owner and the Common Profits shall be divided among the Owners in a proportion which is equal to the percentage of interest of the respective Owner in the Common Areas and Facilities as specifically set forth in Article VI-A, of the Declaration and Exhibit "C" attached hereto as the same may be amended.
- D. Non-Use of Facilities. No Owner may exempt the Owner from liability for the Owner's contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas and Facilities or by the abandonment of the Owner's Unit.
- E. Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof and its percentage of interest in the Common Areas and Facilities, for the payment of the portion of the Common Expenses chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President or other authorized officer of the Association, is filed with the Recorder of Summit County, Ohio, pursuant to the authorization given by the Board of Managers of the

Association. Such certificates shall contain a description of the Unit, the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the Common Expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of the Owner's ownership or occupants of a Unit occupancy.

- F. Priority of Association's Lien. The lien provided for in Article XIV-E shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by the President or other officer of the Association pursuant to the authority given the officer of the Board of Managers of the Association. In any such foreclosure action, the Unit Owner or occupant shall be required to pay reasonable rental for the Unit, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Managers, shall be entitled to become a purchaser at the foreclosure sale.
- G. Dispute as to Common Expenses. Any Owner who believes that the portion of Common Expenses chargeable to the Owner's Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against the Owner or the Owner's Unit may bring an action in the Court of Common Pleas for Summit County, Ohio for the discharge of such lien. In any such action, if it is finally determined that such portion of the Common Expenses has been improperly charged to such Owner or the Owner's Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien, but the Owner's expenses of such action shall be paid by the Owner and the Association shall have no liability in connection therewith.
- H. Non-Liability of Foreclosure Sale Purchaser. Where the mortgagee of a first mortgage of record or other



purchaser of a Unit acquires title to the Unit as a result of foreclosure, or by accepting a deed in lieu of foreclosure such acquirer of title, and the acquirer's successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses shall, however, be collectible from all of the Units, including that of such acquirer, and the acquirer's successors or assigns.

- I. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit except for a deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against grantor and grantor's Unit for the Owner's share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due to the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

- J. Grantor's Obligations. From and after the date that the Declaration is filed for record, Grantor shall assume the rights and obligations of a Unit Owner in its capacity as an Owner of Condominium Ownership Interest not yet sold, including, without limitation thereto, the obligation to pay Common Expenses attributable to the Units not sold.

As a condition of purchasing a Unit in Rockport Colony Condominiums and accepting delivery of a deed to such Unit, each Owner irrevocably consents to the foregoing assessments and agrees to be responsible for such Owner's share thereof, as stated above, and agrees that this requirement shall not be subject to any modification or amendment of the Declaration.

XV. HAZARD INSURANCE.

- A. Fire and Extended Coverage Insurance. The Association, as a Common Expense, shall obtain for the benefit of all Owners insurance (hereinafter referred to as the Association Insurance) on the buildings, structures, and/or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time included within the term "extended coverage" and vandalism and malicious mischief in an amount not less than ninety percent (90%) of the replacement value thereof, and if appropriate, flood insurance. All policies of insurance shall name at the request of any mortgagee of any Unit the mortgagee of the Unit as the mortgagee's interest may appear. The Association Insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for each of the Owners in accordance with the percentage ownership in the Common Areas and Facilities set forth in Article VI-A of the Declaration, as the same may be amended, and to their respective mortgagees, and the policy shall provide for built-in or installed fixtures and equipment in an amount no less than ninety percent (90%) of the replacement value thereof. The Association Insurance shall not prejudice the right of any Owner to obtain individual contents or chattel property insurance, but no Owner may at any time purchase individual policies of insurance on Owner's Unit or Owner's interest in the Common Areas and Facilities as real property unless the Association shall be named insured in such policy, and be first advised in writing of the same. The Association Insurance policy may contain at the request of any mortgagee an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit and shall also provide that any mortgagee who holds mortgages on more than fifty percent (50%) of the Units shall be consulted in adjusting claims under such insurance. The Association Insurance and Unit Owner's Insurance, if any, shall also provide for the release by the insurer of any and all rights of subrogation or assignment and all causes and rights of recovery against the Grantor, any Owner, member of the Owner's family, Owner's tenant or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy, provided, that such waiver does not invalidate such policy of insurance.

B. Sufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any 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 in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Owners, if they are entitled to do so pursuant to Article XV-D, shall elect to sell the Condominium Property or to withdraw the same from the provisions of the Condominium Act, then such repair, restoration or reconstruction shall not be undertaken.

★ C. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article XV-D hereof, elect to withdraw the Condominium Property from the provisions of the Condominium Act, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the Owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Unit together with its Limited Common Areas and Facilities so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such Units and Limited Common Areas and Facilities; and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the Owners in the same proportions in which they shall own the Common Areas and Facilities. Should any Owner refuse or fail after reasonable notice to pay the Owner's share of such cost of damage or destruction in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessments shall have the same force and effect as an assessment, and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments. To determine the share of

each Owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

1. The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance), damage or destruction to the respective Unit and the Limited Common Areas and Facilities appertaining thereto shall be borne by the Owner;
2. The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance), damage or destruction of Common Areas and Facilities shall be borne by the Owners in proportion to their respective percentages of interest in the Common Areas and Facilities; and
3. All insured, damaged or destroyed portions of the Condominium Property shall be deemed underinsured in the same proportion.

The Term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction. The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

- D. Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of or more than 50% of the Units, the Owners by the affirmative vote of those entitled to exercise not less than seventy-five (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Owners, the net proceeds of the sale together with election by agreement of all Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Owner,

however, shall receive any portion of the Owner's share of such proceeds until all liens and encumbrances on the Owner's Unit have been paid, released or discharged.

XVI. LIABILITY INSURANCE.

The Association, as Common Expense, shall insure itself, the Board of Managers, all Owners and members of their respective families and other persons residing families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, 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 the Condominium Property, such insurance to afford protection to a limit of not less than Five Hundred Thousand (\$500,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one incident. Such policy or policies of insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units, or Limited Common Areas and Facilities. Each Owner shall be responsible for the Owner's own insurance on the contents of the Owner's own Unit, and Owner's additions and improvements thereto and decorating and furnishing and personal property therein and the Owner's personal property stored elsewhere in the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as provided in this Declaration.

XVII. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.

The Association may, by the affirmative vote of Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the costs thereof shall be a Common Expense. Any Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by Owner

on the President of the Association within five (5) days after receiving notice of such vote, in consideration of the conveyance of the Association of the Owner's Unit, subject to such liens and encumbrances hereinafter referred to, to receive the fair market value of the Owner's Unit, plus such Owner's pro rata share of any undistributed Common Profits accrued to the date of such vote, less the sum of the following:

1. The amount of any liens and encumbrances thereon as of the date such vote is taken;
2. The amount of any liens and encumbrances arising out of actions of said Owner filed during the period from the date of such vote to the date of conveyance;
3. The amount of any liens and encumbrances thereafter arising because of unpaid Common Expenses of the Association accruing prior to the date of such vote; and
4. The amount of any Common Expenses accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such Owner, and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Owner, one of which shall be appointed by the Association, and the third of which shall be appointed by the first two appraisers.

#### XVIII. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.

- A. Abatement and Enjoinment. The violation of any restriction or condition, rule or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws, shall give the Board of Managers, in addition to the rights hereinafter set forth in this Article XVIII, the right:
  1. To enter upon the Condominium Property or Unit or any portion thereof upon which, or as to which, such violation or breach exist and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon

contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

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

- B. Involuntary Sale. If any Owner (either by the Owner's own conduct or by the conduct of any other occupant of the Owner's Unit) shall violate any of the covenants, restrictions or provisions of the general law, the Condominium Act, this Declaration, the By-Laws and/or the rules and regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the Owner's Unit. Thereupon, an action in equity may be filed at the Unit Owner's expense by the Board of Managers against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant subject to the prior consent in writing of any mortgagee having a mortgage or security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by Owner on account of the breach of covenant, and ordering that all the right, title and interest of the Owner, in the Unit and Condominium Property be sold at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting Owner directly or indirectly from reacquiring the Owner's interest at such judicial sale. The Association, however, may acquire said 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 charge, real estate taxes and assessments, amount due on any mortgages, reasonable attorney 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 and any unpaid assessments



and any other liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to the Condominium Act, this Declaration, the By-Laws and/or rules and regulations adopted by the Board of Managers of the Association.

XIX. SALE, LEASE, RENTAL OR OTHER DISPOSITION.

- A. Sale or Lease. All Owners of Units may sell, lease, give, transfer or devise the Owner's Unit at such prices and upon such terms and provisions as the Owner shall determine, but such sale, lease, gift, transfer or devise shall be subject to this Declaration, the By-Laws, and/or rules and regulations adopted by the Board of Managers of the Association.
- B. Payment on Default. In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against the Owner's Unit, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XIV of this Declaration.

XX. ADDITIONS TO CONDOMINIUM PROPERTY.

- A. Additional Parcels. Grantor hereby reserves the rights and options for a period of seven (7) years from and after the date of the filing of the Declaration for record to add all or any part of the property described herein as Parcel II to the Condominium Property. The maximum number of Units shall be one hundred fifty-one (151) and the requirements, if any, of architectural compatibility with the Condominium Property if Parcel II or any portion thereof is added to Condominium Property are as set forth herein or on the Drawings. Grantor during said seven (7) year period shall have the right to submit all or any part of Parcel II and all easements, rights and appurtenances thereunto belonging and all articles of personal property incident thereto and thereon to the provisions of the Declaration and Condominium Act thereby causing the same to be part of the Condominium Property and the



rights reserved to the Grantor herein may be exercised as to all or any part of Parcel II in various times throughout the entire seven (7) year period. Grantor has no obligation to make any improvements upon Parcel II and there are no restrictions upon Grantor as to the restrictions or limitations upon any improvements which Grantor may make upon all or any part of Parcel II. Grantor has no obligation to make the Units so added in Parcel II substantially identical to the Units described in the Declaration or to each other, and there is no limitation upon Grantor as to the nature or type of Units, if any, which may be added to all or any part of Parcel II. Grantor has the right to establish other Limited Common Areas and Facilities within any portion of Parcel II, if and when the same is added to the Condominium Property or designate that other Common Areas and Facilities within all or any part of Parcel II in such manner and at such times and in such sizes, types and maximum numbers as Grantor, in Grantor's discretion, shall determine, but subject to the limitations shown on the Drawings as to the maximum number of Units which may be added on Parcel II. All of the remaining parts of Parcel II will be used, if developed, by Grantor as residential dwellings, but nothing contained herein shall obligate Grantor to develop additional Condominium Units upon all or any part of Parcel II and if all or any part of Parcel II is sold by Grantor, the same shall be sold free of all restrictions with respect to the portion of Parcel II so sold and the purchaser thereof, if for valuable consideration shall have the full and absolute right to use the portion of Parcel II so purchased for such uses and purposes as that purchaser, in that purchaser's discretion shall determine. The remaining parts of Parcel II shall be used, if developed by Grantor, for residential purposes, whether as single-family residences, condominium units or other residential facilities and for facilities necessary or appurtenant to residential facilities. Grantor further reserves the right to amend the Declaration as provided in this Article XX and Article IX of the Declaration in order to provide without limitation for the submission of and the inclusion of all or any part of Parcel II and the improvements constructed thereon which Grantor desires to have included in this Declaration and the Condominium Act as part of the Condominium Property as and so that part of Parcel II shall become a part of the Condominium Property. The right hereby reserved to Grantor for said seven (7) year period to amend the Declaration from time to time to permit for the inclusion of all or any part of Parcel II to the Condominium Property shall likewise include the right

to establish legal descriptions for the various parts of Parcel II so that portion thereof which Grantor desires to submit to the Declaration and the Condominium Act and to become part of the Condominium Property is so included and further to amend the Drawings so as to include such parts of Parcel II and the buildings and improvements situated thereon and such amendments shall provide for the addition and combination of the Common Areas and Facilities to be combined with the Common Areas and Facilities shown on the Drawings with the Common Area and Facilities which are part of Parcel II to be submitted to this Declaration and the Condominium Act. In the event that all or any portion of Parcel II is hereafter submitted to the Act, the percentage interest of Owners in the Common Areas and Facilities shall be reduced to that percentage which is reflected by a fraction, the numerator of which is the total number of Units contained in Parcel I and in those portions of Parcel II which have been submitted to the Act, and the denominator of which shall be 100. Notwithstanding the foregoing, Grantor shall have no obligation to submit all or any part of Parcel II to this Declaration and/or to the Condominium Act and Grantor shall have the right to establish separate additional condominiums or other residential developments for all or any part of Parcel II, or otherwise use, deal and/or develop all or any part of Parcel II but subject only to the limitations contained herein. The addition of all or any part of Parcel II to the Condominium Property are not mandatory on the Grantor and the Grantor shall have no obligation to have Parcel II added to the Condominium Property nor shall Grantor have any obligation to have the buildings constructed or to be constructed upon all or any part of Parcel II to be architecturally compatible with the Condominium Property and the buildings situated thereon. The seven (7) year period during which Grantor has the right to add all or any part of Parcel II to the Condominium Property may be renewed for an additional seven (7) year period at the option of Grantor, exercised within six (6) months prior to the expiration of the original seven (7) year period, with the prior consent of a majority of the Unit Owners of the Condominium Property; provided, however, that in determining a majority vote of the Unit Owners of the Condominium Property the Units owned by the Grantor or the Developer shall not be permitted to vote nor shall the same be counted in determining such majority. Grantor has no other obligation to add any additional property to the Condominium Property and with respect to Parcel II, the Grantor is not subject to any limitations as to the times when Parcel II or part

thereof shall be added to the Condominium Property except for the seven (7) year limitation set forth herein nor shall Grantor have any obligation to have the buildings constructed on Parcel II architecturally compatible or similar to the structures which are a part of the Condominium Property or to those in each other in terms of quality of construction, principal materials to be used, architectural style and/or price, the Grantor has no obligation regarding any of the foregoing and Grantor shall have the right during said seven (7) year periods to use his sole and absolute discretion as to the addition of Parcel II to the Condominium Property.

- B. Consent of Owners. Grantor, on his own behalf and as the initial Owner of all Units in the Condominium Property and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and/or the Owner's mortgagees, by acceptance of a deed conveying such ownership interest and/or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves of all of the provisions of this Article XX including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in this Article XX and/or in Article IX of the Declaration, and all such Owners and their mortgagees upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as Grantor deems necessary and/or request to effectuate any and/or all of said provisions.
- C. Grant of Power of Attorney. Each Owner and the Owner's respective mortgagees, by acceptance of a deed conveying an ownership interest and/or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints and designates Grantor (and/or any successor and/or designee of Grantor) an attorney-in-fact, such appointment and designation being coupled with an interest, and hereby authorized, directs and empowers such attorney-in-fact at the option of such attorney-in-fact, in the event that Grantor exercises the rights and options reserved in this Article XX to add Parcel II or any part thereof and the improvements constructed thereon to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of each such Owner and/or mortgagee an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, their consents to such amendment or amendments.

XXI. MISCELLANEOUS PROVISIONS.

- A. Acceptance of Deed. By the acceptance of a deed of conveyance, each grantee of Grantor and their respective successors and assigns accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by the Condominium Act, this Declaration, the By-Laws, all conditions, restrictions, and easements of record, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and/or Unit, and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- B. Termination of Rights. In the event of and upon the removal of the Condominium Property from the provisions of the Condominium Act, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land and/or any Unit shall terminate and be of no further force or effect.
- C. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration and/or the 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.
- D. Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and/or 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 this Declaration and/or the By-Laws.
- E. Rule Against Perpetuities. If any of the privileges, covenants or rights created by this Declaration and/or the By-Laws shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provisions; (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living

descendants of Howard Metzenbaum, United States Senator from Ohio, and Ted Kennedy, United States Senator from Massachusetts.

- F. Ownership of Units by Grantor. So long as said Grantor, his successors and/or assigns, owns one or more of the Units established and described herein, said Grantor, his successors and assigns shall be subject to the provisions of the Condominium Act, this Declaration, and the By-Laws; and said Grantor covenants to take no action which would adversely affect the right of the Association with respect to assurances against latent defects in the Condominium Property or other right assigned to the Association by reason of the establishment of the Condominium Property, but shall have the specific rights reserved to himself as contained in this Declaration and the By-Laws.
- G. Non-Liability of Grantor. Except as is specifically provided in Section 5311.25 of the Ohio Revised Code, neither Grantor, nor his representatives, successors or assigns, nor any of Grantor's agents, nor the affiliates of the Developer shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the Condominium Act, this Declaration and/or the By-Laws or in the capacity of Grantor (or his representative, agent affiliate or developer) as developer, contractor, owner, manager, or seller of Condominium Property whether or not such claim: (1) shall be asserted by any Owner, occupant, the Association, or by any person or entity claiming through any of them, or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair, or containing any patent or latent defects, or by reason of any act or neglect or any Owner, occupant, the Association, and the respective agents, employees, guests, and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water sewage, etc.)

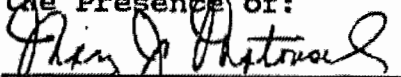
- H. Headings. The headings to each Article and to each Section of the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.
- I. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of establishing a uniform plan for the establishment and operation of a first class condominium development.
- J. Interchangeability of Terms. The singular of any word shall also include the plural of such word, and the masculine, feminine and neuter gender shall be used interchangeably.
- K. Purchaser's Deposits. Grantor agrees that any deposit or down payment made by any Unit Owner to Grantor or to the Developer who acquires title to the Unit from Grantor or the Developer shall be held in trust or escrow by Grantor or the recipient thereof until delivered at the settlement or returned to or otherwise credited to that purchaser or forfeited and, if such deposit or down payment is \$2,000.00 or more is held for more than ninety (90) days, then interest at a rate of not less than four percent (4%) per annum for any period which exceeds ninety (90) days on the deposit of \$2,000.00 or more shall be credited to the purchaser of the Unit at the settlement or returned or otherwise credited to the purchaser or added to any amount forfeited with respect to such sale.
- L. Corrections. Grantor reserves the right to make amendments to the Declaration, By-Laws, and Exhibits to correct any scrivener's error or other inadvertent error so long as such correction does not adversely affect any Unit Owner. Further, Grantor reserves the right at any time or times to amend the Declaration and By-Laws in any manner whatsoever by addition, deletion or modification to permit the Declaration and By-Laws to comply with any law, rule or regulation now or hereafter adopted by any federal, state or local governmental authority including the Condominium Act and laws and regulations so as to permit the Units to be mortgaged with a financial institution whose mortgages are or may be insured by a governmental agency, authority or instrumentality. In furtherance of the foregoing rights reserved to Grantor, each Unit Owner and each Unit Owner's respective successors and assigns and each successive transferee of a Unit Owner shall and does hereby irrevocably grant to Grantor and

his successor in interest and title irrevocable special power of attorney and right to execute for and on behalf of the Association, Unit Owner, and the Unit Owner's successor in title, all documents, instruments and forms as may be necessary to effectuate the amendments and modifications permitted pursuant to this Article XXI-L.

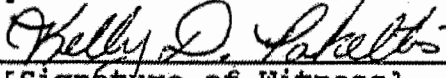
- M. Interest. All amounts due from any Unit Owner to the Association which are not paid when due or within thirty (30) days thereafter shall bear interest at the highest rate of interest then permissible under the laws of the State of Ohio on loans made to individuals and, if there is no such rate established, then at an interest rate equal to ten percent (10%) per annum.
- N. No Personal Liability. No partner of Grantor, nor any officer, shareholder or director of any partner shall have any personal liability for the performance by Grantor of any term, provision, or condition of this Declaration, and any liability shall be limited to Grantor's ownership interest in the Condominium Property and the net profits actually received by Grantor therefrom, and each Unit Owner shall and does by the acceptance of the Owner's deed for the Unit, waive any right which such Owner shall have against Grantor, with respect to the Grantor's performance or observance of any term, condition, or provision of the Declaration which exceeds the limitations contained herein.

IN WITNESS WHEREOF, said Grantor, Rockport Colony Condominiums, Inc. Limited Partnership has executed this instrument at Concord, Ohio on the 24th day of February, 1993.

Signed and Acknowledged in the Presence of:

  
[Signature of Witness]  
Mary Jo MATOUSEK

[Printed Name of Witness]

  
[Signature of Witness]  
KELLY D. SAKELB

[Printed Name of Witness]

ROCKPORT COLONY CONDOMINIUMS, INC.

BY:   
Kenneth T. Sowul, President

STATE OF OHIO )  
 ) SS.  
COUNTY OF LAKE )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named ROCKPORT COLONY CONDOMINIUMS, INC., an Ohio corporation, by KENNETH T. BOWUL, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed personally and as such officer and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and official seal at Concord, Ohio this 24th day of February, 1993.

  
Notary Public

DAVID J. RICHARDS, JR., Attorney  
NOTARY PUBLIC - STATE OF OHIO  
His commission has no expiration date.  
Section 147.03 R. C.

This Instrument Prepared By:  
David J. Richards, Jr., Esq.  
153 E. Erie Street  
Painesville, Ohio 44077





**LDG inc.**

8585 EAST AVENUE • MENTOR, OHIO 44060

(216) 255-8463, 354-6938 or 951-5263 • FAX: 255-9575

EXHIBIT "A"  
JANUARY 21, 1993

LEGAL DESCRIPTION OF  
ROCKPORT COLONY CONDOMINIUMS  
PHASE I-A

PARCEL ONE

Situated in the City of Stow, County of Summit and State of Ohio and known as being a part of Original Stow Township Lot No's. 86 and 87, and further being known as part of a parcel of land conveyed to Rockport Colony Condominiums Inc., by deed dated November 17, 1992 and recorded in Volume 1143, Page 952 of Summit County Deed Records, further bounded and described as follows:

Beginning at a 5/8" inch iron pin in the Southerly sideline of Norton Road, 60 feet wide, at the Northeasterly corner of a 25.373 acre parcel of land conveyed to Stow-Hudson Investment Co. II by deed recorded in Volume 6243, Page 560 of Summit County Deed Records;

Thence North 89°59'31" East along said Southerly sideline of Norton Road, a distance of 488.15 feet to a point and the Principal Place of Beginning of the premises herein intended to be described;

- COURSE I      Thence continuing North 89°59'31" East along said Southerly sideline, a distance of 40.00 feet to an angle point therein, said point lying South 0°00'38" West, a distance of 30.00 feet from a 1-3/4 inch iron pipe filled with lead found at the Northeasterly corner of said Original Stow Township Lot No. 86;
- COURSE II      Thence South 89°58'16" East continuing along said Southerly sideline, a distance of 74.00 feet to a point;
- COURSE III      Thence South 40°12'30" West, a distance of 32.76 feet to a point;
- COURSE IV      Thence South 0°00'29" East, a distance of 145.94 feet to a point;
- COURSE V      Thence South 89°59'31" West, a distance of 40.00 feet to a point;
- COURSE VI      Thence South 0°00'29" East, a distance of 49.11 feet to a point;

JANUARY 21, 1993  
LEGAL DESCRIPTION OF  
ROCKPORT COLONY CONDOMINIUMS  
PHASE I-A  
PAGE 2

- COURSE VII      Thence South 89°59'31" West, a distance of 178.08 feet to a point;
- COURSE VIII     Thence North 0°00'29" West, a distance of 120.11 feet to a point;
- COURSE IX       Thence North 89°59'31" East, a distance of 116.08 feet to a point of curvature;
- COURSE X        Thence Northeasterly along the arc of a curve deflecting to the left, 48.69 feet, said curve having a radius of 31.00 feet and a chord which bears North 44°59'31" East, 43.84 feet to a point of tangency;
- COURSE XI       Thence North 17°34'44" West, a distance of 72.38 feet to the Principal Place of Beginning and containing 0.7473 acres of land as calculated and described in January 1993 by Rudy E. Schwartz P.S. No. 7193 of LDC Inc., be the same, more or less, but subject to all legal highways and easements of record. Bearings used herein refer to an assumed meridian and are intended to indicate angles only.

File No. 92-518  
(LD.01)



**LDC inc.**

8585 EAST AVENUE • MENTOR, OHIO 44060

(216) 255-8463, 354-6938 or 951-5263 • FAX: 255-9575

JANUARY 21, 1993

LEGAL DESCRIPTION OF  
ROCKPORT COLONY CONDOMINIUMS  
ADDITIONAL LANDS REMAINING  
AFTER DECLARATION OF PHASE I-A

PARCEL TWO

Situated in the City of Stow, County of Summit and State of Ohio and known as being a part of Original Stow Township Lot No's. 86 and 87, and further being known as part of a parcel of land conveyed to Rockport Colony Condominiums Inc., by deed dated November 17, 1992 and recorded in Volume 1143, Page 952 of Summit County Deed Records, further bounded and described as follows:

Beginning at a 5/8" inch iron pin in the Southerly sideline of Norton Road, 60 feet wide, at the Northeasterly corner of a 25.373 acre parcel of land conveyed to Stow-Hudson Investment Co. II by deed recorded in Volume 6243, Page 560 of Summit County Deed Records;

- COURSE I      Thence North 89°59'31" East along said Southerly sideline of Norton Road, a distance of 488.15 feet to a point;
- COURSE II      Thence South 17°34'44" East, a distance of 72.38 feet to a point of curvature;
- COURSE III      Thence Southwesterly along the arc of a curve deflecting to the right, 48.69 feet, said curve having a radius of 31.00 feet and a chord which bears South 44°59'31" West, 43.84 feet to a point of tangency;
- COURSE IV      Thence South 89°59'31" West, a distance of 116.08 feet to a point;
- COURSE V      Thence South 0°00'29" East, a distance of 120.11 feet to a point;
- COURSE VI      Thence North 89°59'31" East, a distance of 178.08 feet to a point;
- COURSE VII      Thence North 0°00'29" West, a distance of 49.11 feet to a point;
- COURSE VIII      Thence North 89°59'31" East, a distance of 40.00 feet to a point;

Engineers and Surveyors

UMS  
G  
E I-A

h 0°00'29" West, a distance of 145.94  
oint;

h 40°12'30" East, a distance of 32.76  
oint in said Southerly sideline of  
;

1 89°58'16" East along said Southerly  
distance of 78.85 feet to the  
ly corner of land so conveyed to Rock-  
Condominiums Inc.;

1 0°00'29" East, a distance of 271.10  
oint;

1 15°59'31" West, a distance of 265.96  
oint;

1 5°12'41" East, a distance of 213.67  
oint;

1 27°30'00" West, a distance of 268.89  
oint;

1 57°30'00" West, a distance of 370.26  
oint;

19°22'34" East, a distance of 338.77  
oint;

64°50'51" East, a distance of 188.03  
oint;

1 83°29'29" East, a distance of 369.59  
oint;

25°09'09" West, a distance of 300.00  
oint in the Northerly line of lands  
ed by the L.E. and P. Railroad as shown  
rded in Volume 10, Page 13 of Summit  
Records;

e XXV are along the Northerly line of  
e L.E. and P. Railroad;

JANUARY 21, 1993  
LEGAL DESCRIPTION OF  
ROCKPORT COLONY CONDOMINIUMS  
ADDITIONAL LANDS REMAINING  
AFTER DECLARATION OF PHASE I-A  
PAGE 3

- COURSE XXI Thence North 64°50'51" West, a distance of 329.56 feet to a point;
- COURSE XXII Thence South 64°09'44" West, a distance of 32.17 feet to a point;
- COURSE XXIII Thence North 64°50'51" West, a distance of 389.37 feet to a point;
- COURSE XXIV Thence North 59°56'55" West, a distance of 351.28 feet to a point;
- COURSE XXV Thence North 67°57'54" West, a distance of 231.25 feet to a one inch pinch pipe found at the South-easterly corner of land so conveyed to Stow-Hudson Investment Co. II;
- COURSE XXVI Thence North 27°30'01" East along the Easterly line of land so conveyed to Stow-Hudson Investment Co. II, a distance of 1050.66 feet to an angle point therein;
- COURSE XXVII Thence North 0°00'29" West continuing along said Easterly line, a distance of 320.00 feet to the Place of Beginning and containing 25.6433 acres of land as calculated and described in January 1993 by Rudy E. Schwartz P.S. No. 7193 of LDC Inc., be the same, more or less, but subject to all legal highways and easements of record. Bearings used herein refer to an assumed meridian and are intended to indicate angles only.

File No. 92-518  
(LD.02)

**EXHIBIT "B"**

Drawings for Phase I-A - Rockport Colony Condominiums  
(Separately filed in Summit County Condominium Map Records)

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
ROCKPORT COLONY CONDOMINIUMS

UNIT NUMBERS AND SCHEDULE OF PERCENTAGE INTEREST  
IN COMMON AREAS AND FACILITIES

PHASE I-A

Unit Numbers	Building No.	Percentage Interest
1810	3	25.0%
1814	3	25.0%
1818	3	25.0%
1822	3	25.0%
TOTAL:		100.0%