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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE SKYPARK AIRPORT CONDOMINIUMS

1. Exhibit "A" - Legal description of real property.
2. Exhibit "A-1" - Legal description of additional property.
3. Exhibit "B" - Drawings, showing general plan and location of condominium building.
4. Exhibit "B-1" - Detail Building Sheets.
5. Exhibit "C" - Condominium Association By-Laws.
6. Exhibit "D" - Schedule of Percentages of Interest.

Medina County Auditor

By _____

Dated _____

This Instrument Prepared By:

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DECLARATION OF CONDOMINIUM OWNERSHIP
THE SKYPARK AIRPORT CONDOMINIUMS

WHEREAS, Daniel E. Weltzien, hereinafter referred to as "Developer", the owner in fee simple of the real property described in Exhibit A, attached hereto and incorporated in reference herein; and,

WHEREAS, It is the desire of Developer to submit said real property, together with the improvements constructed thereon and described herein to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and,

WHEREAS, as Daniel E. Weltzien holds title to the real property, the subject matter of this declaration, and intends to submit the same to the provisions of Chapter 5311 as above referred.

WHEREAS, it is the desire and intention of the Declarant to provide for the submission of the Additional Property or any portion or portions thereof, together with all buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to be owned by Declarant and by each successor of the Declarant who stands in the same relation to the Additional Property as the Declarant to the Condominium form of ownership, and to submit the Additional Property, or any portion or portions thereof, to the provisions of the aforesaid "Condominium Property Act"; and

NOW, THEREFORE, Developer hereby declares:

Article I. Legal Description and Definitions.

A. Legal Description.

The legal description of the real property to be submitted to the provisions of Chapter 5311 of the Ohio Revised Code is described in Exhibit A, attached hereto and incorporated by reference herein.

B. Definitions.

The following terms used herein are defined as follows:

1) Unit - means "unit" as defined by Section 5311.01 (I) of the Ohio Revised Code and includes only the layout and delineation of a unit as shown on the drawings marked Exhibits B and B-1.

2) Unit Owner - means "unit owner" as defined by Section 5311.01 (J) of the Ohio Revised Code.

3) Association - means Skypark Airport Condominium Association and also shall mean the same as "unit owners association" as defined by Section 5311.01 (L) of the Ohio Revised Code.

4) Common Areas and Facilities - means "common areas and facilities" as defined by Section 5311.01 (B) of the Ohio Revised Code.

5) Limited Common Areas and Facilities - means "limited common areas and facilities" as defined by Section 5311.01 (K) of the Ohio Revised Code, which areas, if any, are so designated on the drawings and sometimes referred to in the drawings and the Declaration and By-Laws as "L.C.A.".

6) Common Expenses - means:

- i) "common expenses" as defined by Section 5311.01 (D) of the Ohio Revised Code.
- ii) expenses of administration, expenses of maintenance, operation, repair or

replacement of the common areas and facilities and of the portions of units to be maintained by the Association.

- iii) expenses declared to be common expenses by provisions of this Declaration or the By-Laws.
- iv) any valid charge against the condominium as a whole.

7) Condominium Property - means the real property described in Exhibit A and all buildings and other improvements thereon, all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the unit owners except that Developer reserves all mineral rights to the condominium property and reserves all rights to the oil and gas on the property including but not limited to the rights in all oil and gas leases and current wells covering the condominium property and all royalties or profits derived therefrom.

8) Additional Property - means the real property described in Exhibit A-1 and all buildings and other improvements thereon which may be added in the future to the Condominium Property.

9) All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein.

Article II. Name and Address.

The name by which this condominium is to be identified is The Skypark Airport Condominium and its address is 3071 Greenwich Road, Wadsworth, Medina County, Ohio 44281.

Article III. The Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

Units shall be used and occupied as airplane storage and parking

facilities and commercial uses limited to the commercial units, and related common airport uses which the Board of Managers deem compatible with the general character of the property. Provided further that all permitted uses shall be limited to such uses as in the opinion of the Board of Managers of the Association, "the Board" referred to in the By-Laws attached hereto as Exhibit C, are not inconsistent with the maintenance of the general character of the Condominium Property as airplane storage and parking facilities of the first class in the quality of its maintenance, use and occupancy. In addition, the use of the Condominium Property shall be limited in accordance with the following provisions:

B. Restrictions.

1) The Airport Administration Building identified as commercial unit #1 shall be permitted to conduct any and all types of commercial activities which will not unreasonably interfere with other unit owners' use of their units and common areas. Such commercial activities shall include, but not be limited to, flight instruction, airplane repair, manufacturing and retail sales. The current owner and future owners of commercial unit #1 shall be required to allot space to the condominium association to conduct airplane flight control operations and for condominium association meetings. Reasonable fees may be charged by the owner of commercial unit #1 for such uses. The amount of space allotted to the condominium association for flight control operations and condominium association meetings shall be of sufficient size to reasonably meet the condominium association's needs for these uses. The right of the condominium association to use space in the

commercial unit #1 as described above shall terminate ten (10) years from the date of the filing of this Declaration.

As long as the unit owner(s) or tenant of commercial unit #1 operates a flight school on the condominium property then such unit owner and/or tenant shall be responsible for the costs associated with the maintenance of the airport runway. This responsibility extends to only normal costs of maintenance and not to extraordinary costs such as repavement or reconstruction of the runway. The responsibility for the costs associated with maintenance of the airport runway shall cease at such time as flight instruction activities are terminated.

2) All commercial units now existing or hereafter declared to condominium ownership shall be permitted to conduct any and all types of commercial activities which will not unreasonably interfere with other unit owners' use of their units and common areas. If the operation includes the use of more than one aircraft, then the condominium association may assess the commercial unit owner an additional fee which shall bear a reasonable relationship to the added burden the use places on the maintenance of the airport runways and taxiways.

3) Except for commercial unit uses otherwise permitted above, any unit owner, prospective unit owner, lessee or prospective lessee of a unit, seeking to use a unit for a purpose not previously approved by the Board shall request approval for such use by written notice to the Board. Such notice shall clearly specify the use for which approval is sought as well as such other information as the Board may reasonably require. The party seeking such approval shall use the form, if any, supplied by the

Board in order to supply such information. The approval or disapproval of any request submitted to the Board pursuant to this Article shall be made by the Board in its sole discretion.

4) The units and common areas and facilities shall be used only for purposes consistent with their design.

5) No nuisances shall be allowed on the Condominium Property nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board or in violation of the By-Laws ("By-Laws") or Rules and Regulations ("Rules and Regulations") of the Association or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium Property by other unit owners or occupants.

6) A number of tie down units will be purchased by adjacent property owners for use as a means of access to the condominium property. Any tie down unit owner using a tie down unit for such purpose shall only permit one designated plane to have access to and use of the condominium property. As an example of what has just been stated a tie down unit owner shall not have a plane parked on the owner's tie down unit and allow another plane to use the airport facilities. In addition a tie down unit owner shall not permit more than one designated plane to cross his tie down unit to obtain access to the airport facilities unless the unit owner receives the prior written permission of the Board of Managers. The Board of Managers may permit access to additional planes across a tie down unit at the Board's discretion upon the payment of a fee as determined by the Board.

7) Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the building or which would structurally change the building.

8) No alteration or improvement to any unit which would alter or affect the common areas and facilities may be made by any unit owner without the written consent of the Board of Managers. No application shall be filed with any governmental authority for a permit covering an alteration or improvement to be made in a unit which alters or affects the common areas and facilities, unless approved and executed by the Board of Managers without, however, incurring any liability on the part of the Board of Managers, or any of them, to any contractor, subcontractor, materialman, architect or engineer by reason of such alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing through the Board of Managers. The Board of Managers shall have the obligation to answer within forty (40) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed alteration or improvement. The Board of Managers may require that the unit owner making such alteration or improvement obtain such insurance coverages and in such amounts, as the Board of Managers deems proper. Nothing contained in this paragraph shall be deemed to permit any unit owner to appropriate any portion of the common areas and facilities to said unit owner's exclusive use without the unanimous approval of the unit owners. No improvements shall be made within the boundaries of the tie down unit areas without obtaining consent and approval as set forth above.

9) No unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Association in accordance with the By-Laws, or to do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Association in accordance with the By-Laws, or with respect to any policy of insurance carried independently by any unit owner as permitted by the By-Laws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated unit, by reason of anything that is done or kept in a particular unit, or as a result of the failure of any unit owner or any occupant of a unit to comply with the requirements of the policies of insurance taken out by the Association or as a result of the failure of any such unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations of the Unit Owners Association, the unit owner of that particular unit shall reimburse the Association and such other unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other unit owners as the case may be. The amount

of any such reimbursement due the Association may, without prejudice to any other remedy of the Association, be enforced by assessing the same to that particular unit as a unit owner assessment under the By-Laws.

10) No unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the unit owner or owners, or the Association, as the case may be, whichever shall have the obligation under the By-Laws to maintain and repair the portion of the Condominium Property affected by any such Legal Requirement. Each unit owner shall give prompt notice to the Board of any written notice it receives of the violation of any Legal Requirement affecting its unit or the Condominium Property. Notwithstanding the foregoing provisions, any unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Condominium Property which such unit owner is obligated to maintain and repair, and the Board shall cooperate with such unit owner in such proceedings, provided that:

- a) Such unit owner shall pay and shall defend, save harmless, and indemnify the Board, the Association, and each other unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorney's fees and other expenses reasonably incurred; and

- b) Such unit owner shall keep the Board advised as to the status of such proceedings.

Such unit owner need not comply with any Legal Requirement so long as it shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Board may also contest any Legal Requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to contest and may also defer compliance, and the costs and expenses of any contest by the Board shall be a common expense.

11) If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the building as a whole and required in order to render lawful the operation of the building for airport hanger purposes) shall be required for the proper and lawful use of any particular unit, and if failure to secure such license or permit would in any way affect any other unit or the owner thereof or the Board or Association, the owner of such particular unit at its expense shall procure and maintain such license or permit, submit the same to inspection by the Board and comply with all the terms and conditions thereof.

12) Except in conjunction with the commercial units, no industry, business, trade, occupation or profession of any kind, commercial,

educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as permitted in this Declaration.

13) Unless otherwise permitted by this Declaration, nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the written consent of the Board.

14) No person shall keep, store, use or discard any inflammable liquids, gases, signal flares, oil, rags, or similar material in the buildings, except in approved containers or places, with the approval of the Board of Managers.

15) No person shall park vehicles in any area other than as designated for the parking of such vehicles in such manner as may be prescribed by the Board of Managers.

16) The Board of Managers shall have the authority to tow or otherwise move motor vehicles which are parked by their owners or operators on the taxiways or other areas not designated for parking purposes. The Board shall have the authority to make a reasonable charge against a Unit Owner for such towing or moving service whether the motor vehicle belongs to a Unit Owner or the guest or invitee of a Unit Owner.

17) No aircraft shall be left unattended on the Condominium Property other than in the hanger or in the appropriate tie down area.

Owners of such aircraft left unattended shall be held responsible for any damage resulting from failure to comply with this restriction.

18) No person shall run the engine or engines of any aircraft at any location on the Condominium Property in such manner as to cause the damage to other aircraft or property or in such manner as to make excessive noise. Aircraft must be aligned on the centerline of the taxiway prior to start of engines.

19) No aircraft shall be parked or placed on any taxiway or in any area in such a way as to obstruct or prohibit the safe operation of other aircraft, or prevent passage of aircraft, motor vehicles, or other equipment.

20) Upon direction of the Board of Managers, the owner or operator, or his agent, of any aircraft parked or stored on the Condominium Property in violation of these restrictions or in violation of any rules or regulations hereinafter adopted by the Board shall move said aircraft so as to cure such violation. Should the owner, or his agent, fail to comply with such directive, the Board of Managers shall have the right to have the aircraft towed at the owners expense, without assuming liability for damage that may result in the course of such moving.

21) No person shall store or stock material or aircraft on the Condominium Property or within his unit in such a manner as to constitute a fire hazard.

22) No person shall keep or store lubricating oils in or about his unit except that such materials may be kept in an aircraft in

proper receptacles provided for such purpose or in containers provided with suitable draw-off devices.

23) All owners and occupants of units shall supply and maintain adequate and readily accessible fire extinguisher and fire equipment.

24) Except in conjunction with the commercial units, no part of any unit shall be used for a purpose other than storage of an aircraft or activity incidental thereto, except with the prior written permission of the Board. Each owner shall maintain and keep his unit in good order and repair and shall do nothing that shall increase the rate of insurance on the buildings or which would be in violation of law. Each owners shall be responsible for the maintenance of his door and door operating mechanism.

25) Except for uses related the commercial units, no business or trade related to the repair, maintenance or painting of aircraft or vehicles or any commercial activity involving aviation shall be conducted upon or originate from the Condominium Property. This shall not prevent unit owners from performing maintenance on their own aircraft or selling their own aircraft.

26) No owner shall store aviation fuel or gasoline on the Condominium Property except with the prior written consent of the Board of Managers, such consent may be withheld by the Board of Managers in its sole discretion, and if consent is granted the aviation fuel or gasoline shall be stored in OSHA approved containers.

27) Except for the tie down units and commercial units, no outside storage of aircraft is permitted. All aircraft shall be properly parked in the hanger except the Board of Managers shall have the right to approve the parking of guest aircraft.

28) All unit owners and their guests, invitees, and servants shall at all times use and occupy the Condominium Property in compliance with the Federal Aviation Regulations; the laws of the State of Ohio governing aircraft, and the regulations promulgated thereunder; the reasonable regulations of the Skypark Airport and the reasonable regulations of the County Airport Authority, as the same may be applicable to the property involved, whether in the units or on the airfield common areas.

Article IV. General Description of Building and Improvements.

There are fifty (50) tie down condominium units, and there are seven (7) buildings containing fifty four (54) separate condominium hanger units and one (1) building containing one separate commercial condominium unit. The principal materials of which this building is constructed are concrete, brick, block, drywall, wood, steel, and glass. The location, layout, designation and boundaries of said units and the location, layout, designation and boundaries of the common areas and facilities, insofar as is graphically practical are shown on the set of drawings set forth in Exhibits B and B-1 attached hereto and incorporated by reference herein.

Article V. Information about Condominium Property.

A. Units.

1) Hanger Units and Commercial Units - Each of the hanger units and commercial units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls and floors and the lower surface of the support rafters of each unit, projected, if necessary,

by any partitions to constitute a complete enclosure of space; provided that, wherever such undecorated surfaces or the area immediately adjoining such surfaces consist of plaster or plasterboard or concrete or wooden floor, all of such plaster or plasterboard or concrete or wooden floor contiguous to such surface shall be included within the unit, but excepting the space occupied thereby lying outside the perimeters of the unit. The dimensions, layouts and descriptions of each such unit are shown on the drawings and included without limitation:

a) The decorated surfaces, including paint, lacquer, varnish, wall covering, tile and any other finishing materials applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors and ceilings.

b) All windows and doors, inclusive of frames, sashes and jambs, and the space occupied thereby.

c) The space within all fixtures located within the bounds of a unit and the space occupied by the fixtures themselves.

d) All unenclosed space, if any, within or occupied by structural parts of the building which may project into the unit, as defined above, from the unfinished floor level to the aforementioned roof support system and including, by way of illustration but not by way of limitation, the space within built-in cabinets, if any.

e) All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wire and conduits.

But, excepting therefrom all of the following items located within the bounds of the unit as defined above:

a) All structural, and support portions of the building, lying within the bounds of the unit as above defined.

b) All plumbing, electrical, heating, and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a unit as above defined, but which also service other units within the Condominium Property.

c) All space necessary and associated with utility area and area ways, stairs and hallways if any that service other units.

Any unit owner or owners shall have the right to divide or combine units owned by such unit owner or owners so long as the common percentage interest appurtenant to such units after such division or combination shall equal in total the common percentage interest applicable to the unit or units divided or combined prior to such division or combination. Except in a commercial unit, no division or combination shall be permitted if any one of the resulting unit or units cannot be used for the storage of an aircraft. Any such division or combination shall require the written consent of the Board of Managers which shall not be unreasonably withheld and shall be in compliance with all governmental laws, codes, ordinances and regulations. The Board's consent shall also constitute the approval of any and all amendments to the Declaration and drawings with respect thereto and the appointment of the directly affected owner(s) as the true and lawful attorney(s) and agent(s) in-fact on behalf of the Association and all unit owners to execute, deliver and cause to be recorded such amendments to this Declaration and drawings, and all other appropriate documents and instruments with respect thereto, as

may be necessary or desirable to effectuate the foregoing. The costs of any such division or combination, including without limitation all engineering and attorney's fees and the cost of preparation of any amendment(s) to the Declaration and drawings, shall be the responsibility of the owner or owners of the units being divided or combined. Any such division or combination shall be effective upon the recording in the Medina County Recorder's office of an amendment to this Declaration executed by the owners of the unit or units so divided or combined together with the filing of drawings of the unit or units as divided or combined.

2) Tie Down Units - Each of the tie down units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by lines shown on the drawing set forth in Exhibit B and B-1 attached hereto.

B. Common and Limited Common Areas and Facilities.

1) Description of Common Areas and Facilities - The entire balance of the land and improvements thereon, including, but not limited to, the building, foundations, roof, main and supporting walls, common halls, common stairs, common stairwells, common bathrooms, common utility rooms, common exterior parking spaces, common driveways, main sewer pipes, main water mains, main drainage or sewerage pumps, trees, lawns, pavement, common wires, common conduits, common utility lines and common ducts now or hereafter situated on the Condominium Property, and hereby declared and established as the common areas and facilities.

2) Use of Common Areas and Facilities - Each owner of a unit shall own an undivided interest in the common areas and facilities as

a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the By-Laws attached hereto as Exhibit C, shall have the right to use the common areas and facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other unit owners. Such rights shall extend to the unit owner and the tenants, visitors, employees, patients, customers, invitees and other authorized occupants of the units. The Board of Managers shall, if any questions arise, determine the purpose for which any portion of the common areas and facilities is intended to be used.

3) Ownership of Common Areas and Facilities - The percentage of ownership of the common areas and facilities attributable to the ownership interest in each unit for the division of common benefits and expenses, as hereinafter described in Section B of Article VIII of this Declaration, shall be as follows:

SEE "SCHEDULE OF PERCENTAGES OF INTEREST" ATTACHED
HERETO AS EXHIBIT "D".

The percentage was determined by assigning a fixed percentage to the Administration Building commercial unit #1 and then dividing the entire remaining interest in the common areas and facilities equally between all units. For voting purposes in the Association, each unit will have a vote in proportion to the unit owners' ownership interest in the common areas and facilities set forth in Exhibit "D."

4) Description of the Limited Common Areas and Facilities -
Included in the common areas and facilities, but restricted to the use

of the owners of the units to which such areas and facilities are appurtenances intended for the service of such units, referred to in Article V, Section A, hereof, are areas, if any, designated or intended solely for the use of one or more of such units to the exclusion of the others, as shown on the drawings and referred to as limited common areas and facilities.

5) Partition - There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

6) Outside Users - There are several housing subdivisions which are located adjacent to the condominium development. A number of property owners in these subdivisions have easement access rights to the airport and airport runways and taxiways. These outside users will continue to have access to the airport facilities as above described and will be charged for their proportionate use of the facilities as permitted by law and as determined by the Association. Further, outside users may use the airport runways, taxiways and other facilities in conjunction with the commercial Administration Building unit #1 and other commercial units hereafter created. Charges for this use for the burden placed on the condominium property will be as provided in Article III (B) of this Declaration.

Article VI. General Provisions as to Units and Common Areas and Facilities.

A. Maintenance of Units.

1) By the Association - Except where responsibility for

maintenance, repair and replacement is specifically delegated to the individual unit owners in Article IV(A)(2)(i), (ii) and otherwise in this Declaration, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, including main bearing walls, but excluding painting, wall covering, decorating or other work on the interior surfaces of walls, ceilings and floors within the units and also the roof of the building.

2) By the Unit Owner.

- 1) The responsibility of each owner shall be as follows:
 - a) To maintain, repair and replace at his expense all portions of his unit and all installations in said unit of appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the unit boundaries, and/or directly servicing the unit with plumbing and electrical services, heating air conditioning, and ventilation, except for such installations and facilities which also service other units within the Condominium Property.
 - b) To maintain and repair at his expense all windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
 - c) To maintain and repair all portions, including fixtures, of any addition that has been made to the unit.
 - d) Each unit owner shall be responsible for the interior maintenance of his unit and each owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings, and such owner shall maintain such interior surfaces in good condition at his 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 he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items shall be subject to the rules and regulations of the Association. Decorating of the common areas and facilities 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 Association as part of the common expenses.

- e) To perform his responsibilities in such a manner so as not unreasonably to disturb other owners and persons occupying the building.
- f) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit unless the written consent of the Association is obtained.
- g) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.
- h) Not to make any alterations in the portions of the unit or the building which are to be maintained by the Association or on the common areas and facilities or remove any portion thereof or make any additions thereto or do anything which would or might make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Managers of the Association, nor shall any unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefits such easement exists.

ii) In addition to the maintenance responsibilities of each unit owner set forth in Article IV(A)(2)(i), the unit owners will have the following responsibilities related to the particular type of unit:

- a) Hanger Unit Owners - Each hanger unit owner is responsible for the maintenance and repair of the hanger building in which the particular hanger unit is located including but not limited to the repair, maintenance and replacement of the portions of each building which contributed to the support of the building, including

main bearing walls, partitions and the roof of the building, and all doors and door operating systems, and the maintenance and repair of the portion of the common runways and taxiways which benefit only that particular building. Hanger unit owners will be required to reimburse the Association for amounts paid for fire and extended coverage insurance on the building in which their particular unit is located as set forth in Article IX. Where a portion of a hanger building declared as common area is used by the condominium association for storage, the Association shall pay its proportionate cost of maintenance and insurance for the hanger building based upon the proportion in which the area in square feet used by the Association bears to the aggregate square feet of all units in the hanger building. Such cost to the Association will be assessed as a common expense.

- b) Tie Down Units - Each owner of a tie down unit is responsible for the maintenance and repair of his particular tie down area together with the common responsibility with the other tie down unit owners for the maintenance and repair of the portion of the common runways and taxiways which benefit only the tie down areas.
- c) Commercial Unit Owners - Each commercial unit owner is responsible for the maintenance and repair of the unit owner's commercial building, including but not limited to the repair, maintenance and replacement of the portions of each building which contribute to the support of the building, including main bearing walls, partitions, and the roof of the building, and all doors and door operating systems. Commercial unit owners will reimburse the Association for amounts paid for fire and extended coverage insurance on the commercial building as set forth in Article IX.

B. Use and Maintenance of Common Areas and Facilities.

1) Regulation by Association - No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to

promulgate rules and regulations limiting the use of the common areas and facilities to unit owners and their respective patients, clients, guests, invitees and employees.

2) Management, Maintenance, Repairs, Alterations and Improvements - Except as otherwise provided herein, management, maintenance repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association may, but shall not be required, to delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, a managing agent or a management company. Such delegation may be evidenced by a management contract which may be executed on behalf of the Association by the officers of the Association and which shall provide for the duties to be performed by the manager, managing agent or management company. Upon the expiration of said contract, the Association, by its Board of Managers, may renew the said management contract for an additional period, or designate a different manager for the property and enter into a new contract with said manager.

The Board of Managers shall have the right to make or cause to be made such alterations and improvements to the common areas and facilities as in its opinion may be beneficial and necessary or which is requested in writing by a unit owner or owners and the holders of first mortgages thereon, subject however, to the requirements that, if such alteration or improvement shall cost more than Four Thousand Dollars (\$4,000), such alteration or improvement shall be approved by unit owners entitled to exercise at least two-thirds (2/3) of the

voting power of the Association, voting at a meeting or by written approval pursuant to the By-Laws. Alterations or improvements costing less than Four Thousand Dollars (\$4,000) may be made by the Board of Managers and the cost thereof shall constitute a part of the common expenses. Before undertaking such work, the Board may require the consent in writing of such unit owners and the holders of first mortgages thereon, whose rights, in the sole opinion of the Board, may be prejudiced by such alteration or improvement. When in the sole opinion of the Board, the alteration or improvement is general in character, the costs therefor shall be assessed as common expenses.

When in the sole opinion of the Board, the alteration or improvement is exclusively or substantially exclusively for the benefit of one or more unit owners that requested it, the cost shall be assessed against such owner or owners in such proportion as the Board shall determine is fair and equitable. Nothing herein contained shall prevent the unit owners affected by such alteration or improvement from agreeing in writing, either before or after the assessment is made, to be assessed in different proportions.

C. Use of Common Areas for Fuel Storage and Dispensing.

Fuel for aircraft dispensed on the condominium property shall only be permitted to be dispensed from storage and dispensing facilities operated in connection with commercial unit #1. The owner of commercial unit #1 shall be entitled to retain all profits derived from the sales. Such fuel shall be stored in containers and dispensed

in accordance with all local, state and federal laws regulating the dispensing and storage of fuels. (At the time of the filing of this Declaration, aircraft fuel is dispensed from underground storage tanks. New underground or above ground tanks may be placed on the condominium property. The Declarant reserves unto himself an easement over the condominium property for the purpose of locating fuel storage tanks thereon. The placement and location of said tanks shall be at the sole discretion of Declarant.)

D. Repairs to Common Areas and Facilities Necessitated by Unit Owners Acts.

Each owner agrees to maintain, repair and replace, at his expense all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

E. Use and Maintenance of Limited Common Areas and Facilities.

1) Each owner agrees to maintain, repair and replace, at his expense, all portions of the limited common areas appertaining to his unit, if any.

2) The Association shall not be responsible for the repair, maintenance or improvement of any such limited common areas except where the repair, maintenance or improvement is in connection with the limited common area appertaining to the commercial unit #1, and such repair, maintenance or improvement is performed for the benefit of the Association and its members.

F. Construction Defects.

The obligation of the Association and the owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property.

G. Effect of Insurance or Construction Guarantees.

Notwithstanding the fact that the Association and/or any unit owner may be entitled to the benefit of any guarantees 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 construction guarantees or insurance coverage shall not excuse any delay by the Association or any unit owner in performing their obligation hereunder.

H. No Severance of Ownership.

No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without also including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance

of title to a purchaser of a unit, description by setting forth the name of the Condominium Property, the number of the unit or units and the numbers of the volumes and initial pages of the records of the Declaration and drawings shall be adequate to convey the fee simple title thereto together with the percentage in and to the common areas and facilities.

I. Easements.

1) Encroachments - In the event that, by reason of the construction, reconstruction, settlement or shifting of the building; or by reason of the design or construction of any unit; or by reason of errors in the drawings, any part of the common areas and facilities 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 any other unit, or if by reason of the design or construction of systems, any main pipes, ducts, or conduits serving 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 created 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 said owner.

2) Access of Board of Managers - The Board of Managers shall have a right of access to each unit:

- a) to inspect the same,
- b) to remove violations therefrom,
- c) for the maintenance, repair, replacement or improvement of any portion of the common areas and facilities (or any portion of the unit which is the responsibility of the Board) including any pipes, wires, ducts, cables, conduits and public utility lines located in or adjacent to any other unit,
- d) to prevent damage to the common areas and facilities or any other unit,
- e) to abate any violation of law, order, rules or regulations of any governmental authority having jurisdiction thereof.

The cost of such repairs shall be the responsibility of the unit owner(s) on whose behalf the repairs were made. If the Board cannot collect the funds then the cost of such repairs shall be a common expense. The Board of Managers shall have a right of access to all common areas and facilities to remove violations and for inspection, maintenance, repair or improvement.

3) Utility Easements - The owner of each unit shall have a permanent right and easement to and through the common areas and facilities and walls for the use of water, sewer, electric power, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his unit. The Association may hereafter grant easements for utility purposes for benefit of the Condominium Property, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment and electrical conduits and wires over, under, along and on any portion of the common areas

and facilities and each unit owner hereby grants the Association 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 the foregoing.

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

5) Unit Owner's Easement for Marketing Purposes - Each unit owner shall have the right with respect to his marketing of units, to use the common areas and facilities for the ingress and egress of himself and for prospective purchasers and contract purchasers of units, including the right of such prospective purchasers and contract purchasers to park in parking spaces. Any damages to the common areas and facilities resulting from this easement shall be immediately repaired by the unit owner. Each unit owner agrees to hold the Association harmless for all liabilities resulting from the use of the common areas and facilities in conjunction with the marketing of units.

6. Easements for Oil and Gas - Developer has reserved all rights in minerals and oil and gas on the condominium property. Developer reserves an easement across, over and under the condominium property for the laying of pipe or drilling of wells or for other uses consistent with the extraction or transportation of oil and gas and minerals. Developer's activities in this regard shall not unreasonably interfere with the condominiums' use of the property as a airport hanger facility.

7) Roadway and Taxiway Easements - Easements are hereby declared and reserved to the present and future unit owners, mortgagees and the successors and assigns of such owners and mortgagees for the non-exclusive right and easement for ingress and egress by motor vehicles, aircraft and on foot to and from public roads in, through, over, under and across private drives and taxiways, now existing or hereafter created, for the purpose of access to airplane hangers, commercial units, tie down units, taxiways, runways and other improvements situated therein. Such easement rights can be limited by the reasonable rules and regulations of the Association restricting access.

8) Future Easements to Others - Such easements as Declarant, or the Association from time to time may hereafter grant to others on behalf of the Condominium Property for roadway, access and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, water mains and pipes, storm and sanitary sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas and Facilities (other than Limited Common Areas and Facilities), provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or

a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

9) Easements to Run with the Land - All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having any interest in said land or any part or portion thereof.

Article VII. Unit Owners' Association.

A. Membership.

Declarant shall cause to be formed a unit owners association to be called The Skypark Airport Condominium Association (hereinafter and before sometimes called the "Association") which shall act as the

manager of the Condominium Property. Each unit owner, upon acquisition of title to a unit within the Condominium Property as presently constituted, shall automatically become a member of the Association. Membership in the Association shall be limited to unit owners.

B. The Board of Managers and Officers.

The Board of Managers and officers of the Association elected as provided in the By-Laws of the Association, attached hereto as Exhibit C, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, except as otherwise specifically provided; however, in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in any officer or member of the Board of Managers, solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

C. Administration of Condominium Property.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each owner, tenant or occupant of a unit shall comply with the provisions of this Declaration, the By-Laws and decisions and resolutions of the Association and/or its representatives, as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, and any judgment arising from such action shall include the recovery by the

Association and/or its representatives of interest, costs and reasonable attorney's fees incurred by the Association in the action.

D. Service of Process.

The person to receive service of process for the Association shall be Daniel E. Weltzien, 3071 Greenwich Road, Wadsworth, Medina County, Ohio 44281. In the event said Daniel E. Weltzien is not registered with the Secretary of the State of Ohio as statutory agent for The Skypark Airport Condominium Association, an Ohio corporation not for profit, the person to receive such service shall be the statutory agent for such corporation.

Article VIII. Assessments.

A. General.

Assessments for the payment of the common expenses shall be made in the manner provided herein and in the manner provided in the By-Laws.

B. Division of Common Profits and Common Expenses.

The proportionate shares of the separate owners of the respective condominium units in the common profits and the common expenses of the operation of the Condominium Property is divided between each unit according to that unit's percentage ownership interest in the common areas and facilities as provided in Exhibit D. Except for commercial unit #1, the interests of each unit owner in the common expenses and profits shall be equal. The acquisition or occupancy of any unit shall be conclusive evidence against the owner or occupant thereof that the percentage set forth opposite each unit in Exhibit D is correct. The proportionate share of profits and expenses of each unit

owner shall be in accordance with said percentages set forth in Exhibit D. The percentage interest of each unit as determined by the Declarant of this Declaration shall be conclusive as to all parties.

C. Non-Use of Facilities.

No owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his unit.

D. 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 Association, is filed with the Recorder of Medina County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate 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 extended in additional five (5) year extension by refiling, 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 unit owner and any

occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy. Said lien shall also secure any future unpaid common expenses which accrue after the filing of said lien.

E. Priority of Association's Lien.

The lien provided for in Section D of this Article VIII 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 filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

F. Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses.

Where the mortgagee of a first mortgage of record or other purchaser of a unit acquires title to the unit as a result of a judicial sale resulting from litigation to which the Association has been made a party, such acquirer of title, his 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 or assessments shall be deemed to be common expenses collectible from all of the units, including that of such acquirer, his successor or assigns.

G. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a unit, the grantee of the unit shall

be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his unit for his 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, after demand has been made upon the Association in writing, 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's estate and "grantee" shall include a devisee or intestate heir of said decedent.

H. Dispute as to Common Expenses.

Any unit owner who believes that the portion of common expenses chargeable to his unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his unit may bring action in the Court of Common Pleas for Medina County, Ohio for the discharge of such lien.

Article IX. Insurance.

A. Fire and Extended Coverage Insurance.

The Association shall obtain for the benefit of all unit owners insurance on all buildings, structures or other improvements now, or at any time hereafter, constituting a part of the Condominium Property

against loss or damage by fire, lightning, perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for each of the unit owners in accordance with the percentage ownership in the common areas and facilities set forth in Exhibit D. Such policy shall provide for built in or installed fixtures and equipment in an amount the Board of Managers deems appropriate. Such policy may include a deductible provision with such deductible amount as the Board of Managers deems reasonable in light of current market conditions. Each unit owner shall be responsible for any deductible amount in the event of a casualty loss to his unit.

Such insurance by the Association shall be without prejudice to the right of the owner of a unit to obtain individual contents or chattel property insurance, but no unit owner may at any time purchase individual policies of insurance on his unit or his interest in the common areas and facilities as real property unless the Association shall be named insured in such policy. In the event any unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the unit owner who acquired, or whose occupant acquired, such other insurance, and said unit owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

Such insurance policy may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any unit. In the event of

any loss estimated to be in excess of Ten Thousand Dollars (\$10,000), the Association shall forthwith notify all mortgagees of said estimated loss. The Board of Managers shall also require the insurance carrier of the Association to so notify all mortgagees who are named as "insured" whose interest may appear. However, in no event shall the Board of Managers or the Association be liable for any loss because of failure to notify a mortgagee of record unless said mortgagee has registered with the Association as provided in subparagraph (I) of Article XVI. Mortgagees of record shall have a right to participate in any insurance claim proration in the event said claim is finally determined to be in excess of Ten Thousand Dollars (\$10,000). Notwithstanding the foregoing right to participate in said claim, a mortgagee shall not have the right to participate if the claim is a result of a loss or damage to a unit other than a unit or units on which said mortgagee holds a lien unless it can be reasonably shown that its security has been affected by the loss or damage. Any mortgagee may waive the provisions of this paragraph.

Such policy of insurance shall be written with a reputable company licensed to do business in the State of Ohio and holding a "Policy Holder's Rating" and a "Financial Size Category Rate" deemed appropriate in the discretion of the Board of Managers. Such policy shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against the Association, its officers, the Board of Managers, and any unit owner, employee, tenant or other occupant of the Condominium Property for recovery against any one or more of them for

any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

Each hanger unit owner shall be required to reimburse the Association for amounts paid or which will become due during an assessment period for fire and extended coverage insurance on the building in which their particular unit is located in the proportion that the area in square feet of the hanger unit owner's unit bears to the aggregate square feet of all hanger units in that particular building.

Owners of commercial units shall be required to reimburse the Association for amounts paid or to become due during an assessment period for fire and extended coverage insurance on any particular commercial building in the same manner as hanger unit owners.

B. Public Liability Insurance.

The Association may, but is not obligated to, insure itself, all unit owners, 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 common areas and facilities, such insurance to afford protection in an amount determined appropriate by the Board in its discretion. Such insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a unit owner or occupant because of negligent acts of the Association, the Board of Managers, other unit owners or occupants. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual units.

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 common areas and facilities, such insurance to afford protection in an amount determined appropriate by the Board in its discretion. Such insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a unit owner or occupant because of negligent acts of the Association, the Board of Managers, other unit owners or occupants. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual units.

The Board may, but is not obligated to, in its discretion, create, operate and maintain a self-insurance program for public liability insurance covering the Association individuals and risks described above. The cost of any such self-insurance program shall be a common expense. Any such self-insurance program may be in addition to or in place of any other public liability insurance described in this subsection and shall be maintained in such amounts as the Board deems appropriate in its discretion.

The decision by the Board of Managers as to the amount of coverage for public liability insurance shall be conclusive as to all parties.

C. Other Unit Owner Insurance.

Unit owners shall have the right to carry other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not

the purpose of enabling the Association to provide the most comprehensive and economical insurance coverage possible, and for this purpose the Association is empowered to coordinate the group and individual coverages contemplated herein, including, without limitation to the foregoing, the right to require that unit occupants obtain individual liability insurance coverage and the right to specify the insurer which shall provide such coverage and the minimum coverage to be provided.

Article X. Damage or Destruction and Restoration of Buildings.

A. 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 such repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the unit owners, if they are entitled to do so pursuant to Section C of this Article X, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. 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, taking into account any insurance proceeds attributable to specific unit owner improvements and additions, then unless the unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article X, elect to withdraw the property from the provisions of this Declaration, 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 so damaged or destroyed bears to the total cost of repair, restoration or reconstruction of all such units. 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 of units in the same proportions in which they shall own the common areas and facilities. Should any unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association. The amount so advanced by the Association shall be assessed to such owner, and such assessment shall have the same force and effect 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 unit 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 units shall be borne by the unit 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 unit owners in proportion to their respective percentages of interest in the common areas and facilities.

3) All damaged or destroyed portions of the Condominium Property which are insured shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of a 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.

C. Non-Restoration of Damage or Destruction.

In the event of substantial damage to or destruction of seventy percent (70%) or more of the units (rounded to the nearest whole unit) the unit owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (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 unit owner. In the event of any such sale, or a sale of the Condominium Property after such election by agreement of all unit owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and all indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all unit owners in proportion to their respective percentages of interest in the common areas and facilities. No unit owner, however, shall receive any portion of this share of such proceeds until all liens and encumbrances on his unit have been paid, released or discharged.

Article XI. Rehabilitation and Other Improvements.

The Association may, by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within ten (10) days after receiving notice of such vote, to receive the fair value of his unit, less the amount of any liens and encumbrances thereof as of the date such vote is taken, in return for a conveyance of his unit, subject to such liens and encumbrances, to the Association. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a

common expense to the unit 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 value of such unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such unit owner, one of which shall be appointed by the Board of Managers and the third of which shall be appointed by the first two appraisers.

Article XII. Removal from Condominium Ownership.

The unit owners by unanimous vote may elect to remove the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code. In the event of such election, all liens and encumbrances except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Medina County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except any taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released or discharged. Such certificate shall have also been signed by the unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his unit or units have been paid, released or discharged, and further, such certificate shall have been signed by the President and Secretary of the Board of Managers on behalf of the Association.

Article XIII. Additions to Condominium Property.

Developer hereby reserves the right and option to submit the real property described in Exhibit A-1 or portions thereof from time to time, together with the restrictions, building, structures and improvements thereon, all easements, rights and appurtenances belonging thereto or to which it is subject and all articles of personal property existing for the common use of the unit owners to the provisions of this Declaration and these By-Laws and Chapter 5311, the Ohio Revised Code and to amend this Declaration as provided in Article XIV hereof, in such respects as Developer may deem advisable in order to effectuate such submission or submissions including without limitation the generality of the foregoing, the right to amend this Declaration so as:

- 1) To include the real property described in Exhibit A-1 or portions thereof and the improvements constructed thereon as part of the Condominium Property, and
- 2) And to add Drawings thereof to Exhibit B, B-1, and
- 3) To expand, adjust, extend, and modify the easement described in Exhibit E so as to serve and include the additional property described in Exhibit A-1, and
- 4) To provide that the owners of units in the buildings will have an interest in the common areas and facilities of the Condominium Property and to amend Article V(B)(3) hereof, so as to establish the percentage of interest in the common areas and facilities which the owners of all units within the buildings on the Condominium Property will have at the time of such amendment or amendments. Each

percentage shall be, with respect to each unit, except commercial unit #1, adjusted so that all units have an equal percentage of interest in the common areas and facilities and in the case of commercial unit #1 the percentage ownership interest in the common areas and facilities shall be reduced in the same proportion as existing units are reduced after the addition of the new units, which determination shall be made by Developer and shall be conclusive and binding upon all unit owners, and

5) To increase the size of the Board of Managers. Developer on its own behalf as the owner of all units in the Condominium Property and on behalf of all subsequent unit owners, hereby consents and approves, and each unit owner and his mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves, and waives any right to contest the validity of legality of the provisions of this Article and/or other provisions hereof including without limiting the generality of the foregoing, the amendments of this Declaration by Developer in the manner aforesaid, and all such unit owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate said provisions.

Notwithstanding any other provision of this Declaration to the contrary, including but not limited to Article XIV below, Developer's exercise of its option to expand the Condominium Property and to amend the Declaration and By-Laws pursuant to said election does not require

the consent of any person or entity. Developer is not subject to any limitations on its option to expand unless said limitation is expressly provided in this Article.

Developer's reservation of rights under this Article shall expire seven (7) years from the date this Declaration is filed for record unless Developer elects to renew his right to expand for an additional seven (7) year period. Said election to renew the right to expand shall be exercised within six (6) months prior to the expiration of the original seven (7) year period. Said election shall be made in writing to the Secretary-Treasurer of the Association. Said written election shall be accompanied by the written consent of the majority of the unit owners other than Developer. The only circumstances that will terminate this expansion option prior to the time limits described above would be completion of the entire projected possible development of this condominium by the inclusion of the maximum number of units or unless Developer, by written notice to the Association, elects to waive said expansion option effective at the time prior to the expiration of said seven (7) year period.

Developer is not required to add all, or any particular portion, of the Additional Property to the Condominium Property. There are no limitations in regard to which portions of the Additional Property may be added to the Condominium Property. Developer is free to fix boundaries of any portion(s) of the Additional Property for the purpose of adding said portion(s) to the Condominium Property, and there are not limitations as to the order in which portions so designated by Developer may be added.

percentage shall be, with respect to each unit, except commercial unit #1, adjusted so that all units have an equal percentage of interest in the common areas and facilities and in the case of commercial unit #1 the percentage ownership interest in the common areas and facilities shall be reduced in the same proportion as existing units are reduced after the addition of the new units, which determination shall be made by Developer and shall be conclusive and binding upon all unit owners, and

5) To increase the size of the Board of Managers. Developer on its own behalf as the owner of all units in the Condominium Property and on behalf of all subsequent unit owners, hereby consents and approves, and each unit owner and his mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves, and waives any right to contest the validity of legality of the provisions of this Article and/or other provisions hereof including without limiting the generality of the foregoing, the amendments of this Declaration by Developer in the manner aforesaid, and all such unit owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate said provisions.

Notwithstanding any other provision of this Declaration to the contrary, including but not limited to Article XIV below, Developer's exercise of its option to expand the Condominium Property and to amend the Declaration and By-Laws pursuant to said election does not require

the consent of any person or entity. Developer is not subject to any limitations on its option to expand unless said limitation is expressly provided in this Article.

Developer's reservation of rights under this Article shall expire seven (7) years from the date this Declaration is filed for record unless Developer elects to renew his right to expand for an additional seven (7) year period. Said election to renew the right to expand shall be exercised within six (6) months prior to the expiration of the original seven (7) year period. Said election shall be made in writing to the Secretary-Treasurer of the Association. Said written election shall be accompanied by the written consent of the majority of the unit owners other than Developer. The only circumstances that will terminate this expansion option prior to the time limits described above would be completion of the entire projected possible development of this condominium by the inclusion of the maximum number of units or unless Developer, by written notice to the Association, elects to waive said expansion option effective at the time prior to the expiration of said seven (7) year period.

Developer is not required to add all, or any particular portion, of the Additional Property to the Condominium Property. There are no limitations in regard to which portions of the Additional Property may be added to the Condominium Property. Developer is free to fix boundaries of any portion(s) of the Additional Property for the purpose of adding said portion(s) to the Condominium Property, and there are not limitations as to the order in which portions so designated by Developer may be added.

There are no limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property. The maximum number of units that may be created on the Additional Property and added to the Condominium Property is one hundred (100) making a total of two hundred five (205) units in the entire development. The maximum number of Buildings that may be contributed is fifty (50). The foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property.

All units that may be created on the Additional Property and added to the Condominium Property will be restricted exclusively to the rules set forth in Article III(A), except that Developer and its successor developers shall have the right to use one or more units for business or promotion purposes, including but not limited to sales offices and model units.

Any structures erected on any portion of the Additional Property added to the Condominium Property need not be compatible with structures on the previously submitted property in terms of quality of construction, the principal materials to be used or architectural style. Units created on any portion of the Additional Property and added to the Condominium Property need not be substantially identical to units on previously submitted land. There are no limitations as to what types of units may be created on the Additional Property and added to the Condominium Property.

In addition to the actual condominium units to be placed upon the Additional Property, sewer, water, gas, electric and other utility lines, road systems and landscaping may be constructed upon the Additional Property to complete any additions.

There are no restrictions or limitations upon improvements that may be made on any portion of the Additional Property and added to the Condominium Property.

Developer reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property, to create limited common areas (L.C.A.'s) therein of substantially the same type, size and number as those areas then so designated as L.C.A. in the Condominium Property.

So the Developer may add the real property described in Exhibit A-1 or portions thereof from time to time, to the Condominium Property, each unit owner and his respective mortgagee by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, thereby irrevocably appoints Developer, his attorney in fact, coupled with an interest in the unit, and authorizes, directs, and empowers such attorney, at the option of the attorney, in the event Developer exercise the rights reserved in Article XIII hereof, to add to the Condominium Property as therein provided, and to execute and record for and in the name of such unit owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments.

Article XIV. Amendment of Declaration and By-Laws.

A. Procedure.

This Declaration and the By-Laws attached hereto as Exhibit C may be amended upon the filing for record with the Recorder of Medina County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by at least two members of the Board of Managers of the Association. Said instrument shall certify that the unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association have signed a written acceptance of said amendment and that said written acceptance is on file with the Secretary of the Board of Managers. Such recorded amendment must be executed by said officers with the same formalities as this instrument, must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership.

B. Mortgagee's Consent.

No amendment shall have any effect, however, upon the rights of bona fide first mortgagees until the written consent to such amendment of said mortgagees has been secured. Such consents shall be retained by the Secretary of the Association, and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various units shall be sufficient for

reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration, and/or the By-Laws attached hereto as Exhibit C, said amendment or modification shall nevertheless be valid among the unit owners inter sese provided that the rights of a non-consenting mortgagee shall not be derogated thereby.

Article XV. Remedies for Breach of Covenants and Regulations.

A. Abatement and Enjoinment.

The violation of any restriction, condition or regulation adopted by the Association or the breach of any covenant or provision contained in the Declaration or in the By-Laws of the Association shall give the Association the right, in addition to the rights hereinafter set forth in this Article, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any breach or continuance thereof, and further, the Association or its agent shall not be thereby deemed guilty of trespass in any manner for notifying owner of said breach.

B. Involuntary Sale.

If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the By-Laws of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice of request from the Association to cure such violation, then the Association shall have the power to issue to the defaulting owner a

ten (10) day notice in writing to terminate the rights of said defaulting owner to continue as owner and to continue to occupy, use or control his unit, and thereupon an action in equity may be filed by the Association against the defaulting owner for a decree of mandatory injunction against the owner or occupant to cure such violation, or, subject to the prior consent of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees and all other expenses of the proceedings, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds (after satisfaction of such charges) any unpaid assessments hereunder or any liens shall be paid to the owner. Upon the confirmation of such sale the purchaser shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the Court for an appropriate writ for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree

shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and these By-Laws.

Article XVI. Sale, Lease, Rental or Other Disposition.

A. Sale or Lease.

Any unit owner who wishes to sell or lease his unit ownership shall give to the Board of Managers no less than twenty (20) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Managers acting on behalf of consenting unit owners, as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of twenty (20) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section B of this Article XVI. If said option is not exercised by the Board of Managers within the aforesaid period, the unit owner may, at the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notices upon the terms specified therein. With respect to the Board of Manager exercise of lease rights, it must reasonably demonstrated that it is at least equally credit worthy as the proposed tenant's lease.

B. Gift.

Any unit owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the unit owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers acting on behalf of consenting unit owners, as hereinafter provided, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the unit owners desiring to make such gift shall each appoint a qualified real estate appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser. Within fifteen (15) days after the appointment of said third appraiser, the three appraisers shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the unit owner and the Board of

Managers. The Board of Managers' option to purchase the unit ownership or interest therein shall expire forty five (45) days after the date of receipt by it of such notice. This provision shall not be operative as to transfers to spouses or children of the unit owner or to a corporation or other legal entity controlled by unit owner.

C. Devise.

In the event any unit owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Managers acting on behalf of consenting unit owners, as hereinafter provided, shall have an option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power for cash at fair market value to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees or personal representative, as the case may be, shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of said appraiser the two so appointed shall appoint another qualified real estate appraiser.

Within fifteen (15) days thereafter the three appraisers shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees or personal representative, as the case may be. If any party mentioned above fails to act within the time specified above, the other party may give notice to him specifying such failure, and if he fails to so act within ten (10) days of such notice, the following shall be the consequences:

1) Failure of Board of Managers to appoint appraiser -- all rights of Board under this subparagraph shall terminate.

2) Failure of personal representative or devisee or devisees to appoint appraiser -- appraiser appointed by Board shall select another qualified appraiser and the two shall proceed to determine the fair market value within fifteen (15) days of said selection and give notice of said determination as provided above. In the event they cannot agree they shall appoint a third appraiser within said period and proceed to determine fair market value as provided above.

The Board of Managers' option to purchase the unit ownership or interest therein at the price determined by the appraisers shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased unit owner is empowered to sell and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal

representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the unit owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased unit owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her unit ownership or interest therein.

D. Judicial Sale.

1) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention to do so. The members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale from the time of such judicial sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire, and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser prior to the expiration of the said option.

2) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or

trust deed against his unit ownership, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon be subrogated to whatever rights the previous creditor possessed and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VIII.

E. Consent of Voting Members.

The Board of Managers shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of the members entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association, and whose unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a unit ownership or interest therein, which sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the unit owners consenting thereto.

F. Release, Waiver, and Exceptions to Option.

Upon the written consent of a majority of the Board members any of the options contained in this Article XV may be released or waived and the unit ownership or interest therein which is subject to same may be given or devised free and clear of the provisions of this Article.

The Board of Managers action to release or waive the operation of Article XV as to any unit owner's proposed lease, sale or other disposition is within the sole discretion of the Board of Managers and not subject to review by the Association.

The options contained in this Article XV shall not be exercisable upon any conveyance of a unit by a unit owner to a qualified pension trust or for a bona fide estate planning purpose provided that the unit conveyed continues to be controlled by the unit owner conveying to said pension trust or for said estate planning purpose. Nor shall said options be exercisable in the event a unit owner desires to convey or lease his unit to a successor who is also acquiring the unit owner's practice or business.

G. Proof of Termination of Option.

A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article XV, as hereinabove set forth, have been met by a unit owner or duly waived by the Board of Managers and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished upon request at a reasonable fee not to exceed Fifty Dollars (\$50.00), to any unit owner who has in fact complied with the provisions of this Article XV or in respect to whom the provisions of this Article XV have been waived.

H. Financing of Purchase Under Option.

1) Acquisition of unit ownership or any interest thereon under the provisions of this Article shall be made from an assessment levied

by the Association against each consenting unit owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners, which assessment shall become a lien and be enforceable in the same manner as provided in Article VIII.

2) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers or by a land trust of which the Board of Managers shall be the beneficiary. Said documents shall not obligate the Association nor any non-consenting unit owner.

Article XVII. Miscellaneous Provisions.

A. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, right and powers created or reserved by this Declaration and the By-Laws, and all rights, benefits and privileges of every character hereby granted, created, reserved or 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 the Declaration and the By-Laws were recited and stipulated at length in each and every deed of conveyance.

B. Each grantee of Declarant, by the acceptance of a deed of conveyance, acknowledges the correctness insofar as is physically

possible of the drawings and that the same comply with the as-built requirements of the Ohio Condominium Act.

C. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

D. All rights, remedies and privileges granted to the Board of Managers, its designated agent, or a unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election or remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party hereunder or under the Condominium By-Laws or Rules and Regulations or at law or in equity.

E. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or the 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.

F. If any of the privileges, covenants or rights created by this Declaration or the By-Laws shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of John Glenn, United States Senator from Ohio, and George Bush, President of the United States of America.

G. Except as expressly provided in writing, neither Declarant nor its representatives, successors or assigns 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 it by or pursuant to this Declaration or by the By-Laws attached hereto as Exhibit C or in Declarant's (or its representative's) capacity as developer, owner, manager or seller of the Condominium Property, whether or not such claim shall be asserted by any unit owner, occupant, the Association or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused; or shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof, being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any unit owner, occupant, the Association and their 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 (heating, air conditioning, electricity, gas, water, sewage, etc.).

H. In the event that the Association and/or any unit owner receives the proceeds of a taking by eminent domain, said proceeds may not be used to expand or extend the Condominium Property unless the written consent of all mortgagees is given.

In the event that the Association should determine to expand or extend the Condominium Property from funds received by said taking, all mortgagees shall have a right to participate in said funds which are allocated for said expansion or extensions pro rata as the total of undivided interests upon which they hold a lien bears to the total of all undivided interests upon which all mortgagees hold a lien.

I. In order to facilitate communications and notices with mortgagees of record, the Association and/or the Board of Managers shall not be liable to any mortgagees for a loss incurred or suffered as a result of failure to receive a notice required to be given in the Declaration unless said mortgagee has delivered to the Board of Managers the following information addressed as follows:

To the Secretary
Board of Managers
The Skypark Airport Condominium Association
3071 Greenwich Road
Wadsworth, Ohio 44281

Said information to be given shall include:

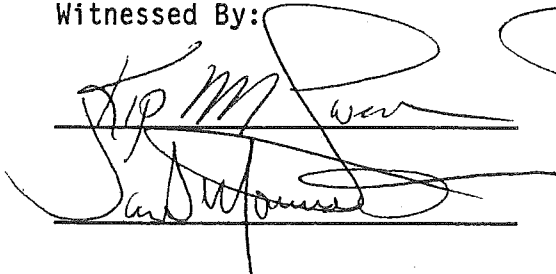
1. Description of units covered by mortgage lien.
2. Name of mortgagees.
3. Name of all mortgagors.
4. Amount of mortgage lien.
5. Address of mortgagee for notice purposes.

J. The heading of each article and to each section hereof 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.

K. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class airport hanger Condominium.

IN WITNESS WHEREOF, the Declaration is made this 31st day of Aug, 1989.

Witnessed By:



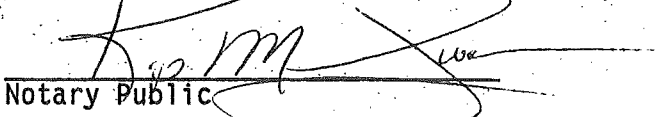


Daniel E. Weltzien

STATE OF OHIO)
) SS
COUNTY OF Portage)

I Kip M. Sweda, a Notary Public in and for said County and State, do hereby certify that Daniel E. Weltzien signed to the foregoing instrument, have this day acknowledged the signing and execution of said instrument, and that the same, in all respects, is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kent, Ohio, this 31st day of August, 1989.



Notary Public

KIP M. SWEDA, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

This Instrument Prepared by:
Charles E. Zumkehr, Esquire
Williams, Zumkehr & Welser
Eleven South River Street
Kent, Ohio 44240
(216) 673-3444

DESCRIPTION OF LANDS TO BE DECLARED AS THE INITIAL PHASE OF
SKYPARK, A CONDOMINIUM

Page 1 of 2

***** EXHIBIT "A" *****

SITUATED IN THE TOWNSHIP OF GUILFORD, COUNTY OF MEDINA, AND STATE OF OHIO, AND BEING LOCATED WITHIN SECTION NO. 17 IN SAID TOWNSHIP, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINES OF KANE ROAD, C. H. 198, AND GREENWICH ROAD, C. H. NO. 97;

THENCE, NORTH 0 DEG. 10' 03" EAST A DISTANCE OF 461.62 FEET TO A POINT;

THENCE SOUTH 89 DEG. 53' 20" EAST, 30.0 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF SUB-LOT 16 IN SKYPARK SUB. NO. 1;

THENCE, NORTH 23 DEG. 33' 49" EAST, 565.76 FEET TO AN IRON PIN; THE SAME BEING AN ANGLE POINT IN THE EAST LINE OF SUB-LOT 13 IN SAID SKYPARK SUB. ;

THENCE, NORTH 0 DEG. 02' 29" EAST, 233.92 FEET TO A POINT;

THENCE, SOUTH 89 DEG. 07' 29" EAST, 119.00 FEET TO A POINT;

THENCE, NORTH 24 DEG. 35' 20" EAST, 148.16 FEET TO A POINT;

THENCE, NORTH 89 DEG. 20' 10" WEST, 180.55 FEET TO A POINT;

THENCE, NORTH 0 DEG. 02' 28" EAST ALONG THE EAST LINE OF SKYPARK SUBDIVISION A DISTANCE OF 335.36 FEET TO A POINT;

THENCE, SOUTH 89 DEG. 25' 44" EAST, 248.92 FEET TO A POINT;

THENCE, SOUTH 65 DEG. 24' 40" EAST, 77.00 FEET TO A POINT;

THENCE, NORTH 24 DEG. 35' 20" EAST, 385.84 FEET TO A POINT;

THENCE NORTH, 65 DEG. 24' 40" WEST, 77.00 FEET TO A POINT;

THENCE, NORTH 89 DEG. 05' 30" WEST, 409.25 FEET TO A POINT IN THE EAST LINE OF SAID SKYPARK SUBDIVISION;

THENCE, NORTH 0 DEG. 02' 29" EAST, 232.59 FEET TO AN IRON PIN IN THE SOUTH LINE OF U. S. ROUTE 224/I-76;

THENCE, SOUTH 89 DEG. 02' 27" EAST, A DISTANCE OF 723.98 FEET TO AN ANGLE POINT IN SAID SOUTH LINE OF U. S. 224/I-76;

THENCE, SOUTH 30 DEG. 02' 47" EAST, 96.90 FEET TO A POINT;

THENCE, SOUTH 23 DEG. 56' 05" WEST, 856.98 FEET TO A POINT;

THENCE, SOUTH 24 DEG. 35' 20" WEST, 376.22 FEET TO A POINT;

THENCE SOUTH 65 DEG. 24' 40" WEST, 36.91 FEET TO AN IRON PIN, THE SAME MARKING THE MOST NORTHERLY CORNER OF A 0.301 AC. PARCEL;

THENCE, SOUTH 28 DEG. 00' 00" WEST, 441.66 FEET TO AN IRON PIN, AND ANGLE POINT IN THE WEST LINE OF SUB-LOT 22 IN SKYPARK SUBDIVISION NO. 2;

THENCE, SOUTH 0 DEG. 45' 09" WEST, 392.51 FEET TO AN IRON PIN, THE SAME BEING THE SOUTHWEST CORNER OF SUB-LOT 19 IN AFORESAID SUBDIVISION;

THENCE, SOUTH 89 DEG. 12' 34" EAST, 10.00 FEET TO AN IRON PIN, THE SAME BEING THE NORTHWEST CORNER OF SUB-LOT 17 IN AFORESAID SUBDIV.

THENCE, SOUTH 0 DEG. 47' 26" WEST, 19.00 FEET TO A POINT;

THENCE, NORTH 89 DEG. 12' 34" WEST, 160.00 FEET TO A POINT; THE SAME BEING THE NORTHWEST CORNER OF A 0.863 ACRE PARCEL IN SAID LOT;

THENCE, SOUTH 0 DEG. 47' 26" WEST, 235.00 FEET TO A POINT IN THE CENTERLINE OF GREENWICH ROAD;

THENCE, SOUTH 89 DEG. 50' 07" WEST, ALONG THE CENTERLINE OF GREENWICH ROAD, 377.10 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 19.635 ACRES.

SURVEYED AND DESCRIBED IN SEPTEMBER OF 1989 BY JAMES A. MORRISON, REGISTERED SURVEYOR NO. 4760. REV. 8-30-89

***** EXHIBIT "A-1" *****

PARCEL 1

SITUATED IN THE TOWNSHIP OF GUILFORD, COUNTY OF MEDINA, AND STATE OF OHIO, AND BEING LOCATED WITHIN SECTION NO. 17 IN SAID TOWNSHIP AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINES OF KANE ROAD, C.H. NO. 198, AND GREENWICH ROAD, C. H. NO. 97;

THENCE, NORTH 0 DEG. 10' 03" EAST, 461.62 FEET TO A POINT;

THENCE, SOUTH 89 DEG. 58' EAST, 214.41 FEET TO AN IRON PIN;

THENCE, NORTH 23 DEG. 33' 07" EAST, 565.76 FEET TO AN IRON PIN, THE SAME BEING AN ANGLE POINT IN THE EAST LINE OF SUB-LOT 13 IN SKYPARK SUBDIVISION NO. 1;

THENCE, NORTH 0 DEG. 02' 29" EAST, 233.92 FEET TO A POINT, THE TRUE PLACE OF BEGINNING OF THE PARCEL BOUNDED HEREBY;

THENCE, SOUTH 89 DEG. 07' 40" EAST, 119.00 FEET TO A POINT;

THENCE, NORTH 24 DEG. 35' 20" EAST, 148.16 FEET TO A POINT;

THENCE, NORTH 89 DEG. 20' 09" WEST, 180.55 FEET TO A POINT;

THENCE, SOUTH 0 DEG. 02' 29" WEST ALONG THE EAST LINE OF SKYPARK SUBDIVISION NO. 1 A DISTANCE OF 135.00 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 0.465 ACRES.

DESCRIPTION OF ADDITIONAL LANDS

***** EXHIBIT "A-1" *****

PARCEL 2

SITUATED IN THE TOWNSHIP OF GUILFORD, COUNTY OF MEDINA, AND STATE OF OHIO, AND BEING LOCATED WITHIN SECTION NO. 17 IN SAID TOWNSHIP AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINES OF KANE ROAD, C.H. NO. 198, AND GREENWICH ROAD, C. H. NO. 97;

THENCE, NORTH 0 DEG. 10' 03" EAST, 461.62 FEET TO A POINT;

THENCE, SOUTH 89 DEG. 58' EAST, 214.41 FEET TO AN IRON PIN;

THENCE, NORTH 23 DEG. 33' 07" EAST, 565.76 FEET TO AN IRON PIN, THE SAME BEING AN ANGLE POINT IN THE EAST LINE OF SUB-LOT 13 IN SKYPARK SUBDIVISION NO. 1;

THENCE, NORTH 0 DEG. 02' 29" EAST, 704.28 FEET TO AN IRON PIN, THE
0000000
TRUE PLACE OF BEGINNING OF THE PARCEL BOUNDED HEREBY;

THENCE, SOUTH 89 DEG. 25' 44" EAST, 248.92 FEET TO A POINT;

THENCE, SOUTH 65 DEG. 24' 40" EAST, 77.00 FEET TO A POINT;

THENCE, NORTH 24 DEG. 35' 20" EAST, 385.84 FEET TO A POINT;

THENCE, NORTH 65 DEG. 24' 40" WEST, 77.00 FEET TO A POINT;

THENCE, NORTH 89 DEG. 05' 30" WEST, 409.25 FEET TO A POINT;

THENCE, SOUTH 0 DEG. 02' 29" WEST ALONG THE EAST LINE OF SKYPARK SUBDIVISION NO. 1 A DISTANCE OF 354.85 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 3.356 ACRES.

DESCRIPTION OF ADDITIONAL LANDS

***** EXHIBIT A-1 *****

PARCEL 3

SITUATED IN THE TOWNSHIP OF GUILFORD, COUNTY OF MEDINA, AND STATE OF OHIO, AND KNOWN AS BEING A PART OF SECTION NO. 17 IN SAID TOWNSHIP AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION NO. 17 WITH THE SOUTH LINE OF US ROUTE 224 (OWNED BY THE STATE OF OHIO);

THENCE, ALONG THE SOUTH LINE OF US ROUTE 224, SOUTH 80 DEG. 01' 42" WEST, A DISTANCE OF 74.21 FEET TO AN IRON PIN AND ANGLE POINT IN SAID HIGHWAY;

THENCE, SOUTH 30 DEG. 02' 47" EAST, 96.90 FEET TO A POINT;

THENCE, NORTH 23 DEG. 56' 05" EAST, 60.00 FEET TO AN IRON PIN IN THE EAST LINE OF SECTION 17;

THENCE, NORTH 0 DEG. 18' 44" WEST, A DISTANCE OF 41.89 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.089 ACRES.

DESCRIPTION OF ADDITIONAL LANDS

***** EXHIBIT A-1 *****

PARCEL 4

SITUATED IN THE TOWNSHIP OF GUILFORD, COUNTY OF MEDINA AND STATE OF OHIO, AND KNOWN AS BEING WITHIN SECTION NO. 17 IN SAID TOWNSHIP, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH END OF SKYPARK DRIVE, C. H. NO. 285, THE SAME BEING THE SOUTHWEST CORNER OF SUB-LOT NO. 24 OF SKYPARK SUBDIVISION NO. 2;

THENCE, SOUTHWESTERLY ALONG THE END OF SKYPARK DRIVE ON A CIRCULAR ARC CURVING TO THE LEFT WITH A RADIUS OF 60.0 FEET, CENTRAL ANGLE OF 33 DEG. 30', A CHORD OF SOUTH 33 DEG. 30' WEST-66.23 FEET, AN ARC DISTANCE OF 70.16 FEET TO THE PLACE OF BEGINNING, THE SAME BEING THE SOUTHWEST CORNER OF A 3.919 ACRE PARCEL IN SAID SECTION;

THENCE, ALONG A CIRCULAR ARC CURVING TO THE LEFT WITH A RADIUS OF 60.0 FEET, CENTRAL ANGLE OF 14 DEG. 30', A CHORD OF DUE SOUTH-30.04 FEET, AN ARC DISTANCE OF 30.37 FEET TO A POINT, THE SAME BEING THE NORTHEAST CORNER OF A 0.301 ACRE PARCEL IN SAID SECTION;

THENCE, NORTH 47 DEG. 18' WEST, 147.94 FEET TO THE NORTH CORNER OF SAID 0.301 ACRE PARCEL;

THENCE, NORTH 65 DEG. 24' 40" WEST, 36.91 FEET TO A POINT;

THENCE, NORTH 24 DEG. 35' 20" EAST, 376.22 FEET TO A POINT, THE SAME BEING AN ANGLE POINT IN THE WEST LINE OF AFORESAID 3.919 ACRE PARCEL;

THENCE, FOLLOWING THE WEST LINE OF SAID 3.919 ACRE PARCEL SOUTH 1 DEG. 54' 39" WEST, 414.0 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS 0.742 ACRES OF LAND.

DESCRIPTION OF ADDITIONAL LANDS

***** EXHIBIT A-1 *****

PARCEL 5

KNOWN AS BEING PP NO. 009-014-00-048-02 IN THE TOWNSHIP OF GUILFORD, COUNTY OF MEDINA AND STATE OF OHIO, A 3.919 ACRE PARCEL OF LAND.

And known as being a part of Section No. 17 in said Township and being bounded and described as follows: Beginning at a point in the east line of Section No. 17, said point also being the northeast corner of Sublot No. 25 of Skypark Subdivision No. 2 in said Section; thence South $89^{\circ} 56' 50''$ West along the north line of Sublots 25 and 26 a distance of 327.50 feet to an iron pin; thence South $3^{\circ} 34' 43''$ West along the west line of Sublot No. 24 a distance of 364.00 feet to the north line of Skypark Drive; thence along the end of Skypark Drive (a Cul-de-Sac) southwesterly along a circular arc having a radius of 60.00 feet, an arc distance of 70.16 feet to a point; thence North $3^{\circ} 34' 43''$ East a distance of 414.00 feet to an iron pin; thence, North $23^{\circ} 31' 43''$ East a distance of 922.50 feet to an iron pin in the east line of Section No. 17; thence South $0^{\circ} 03' 10''$ West along the Section Line a distance of 845.13 feet to the place of beginning and containing within said bounds 3.919 acres of land more or less, as surveyed in August of 1978, by James A. Morrison, Registered Surveyor No. 4760.

PARCEL 6

KNOWN AS BEING A CERTAIN 2.185 ACRE PARCEL SITUATED IN SECTION NO. 18 OF GUILFORD TOWNSHIP, COUNTY OF MEDINA AND STATE OF OHIO, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION, WITHIN THE RIGHT OF WAY OF I-76/US 224;

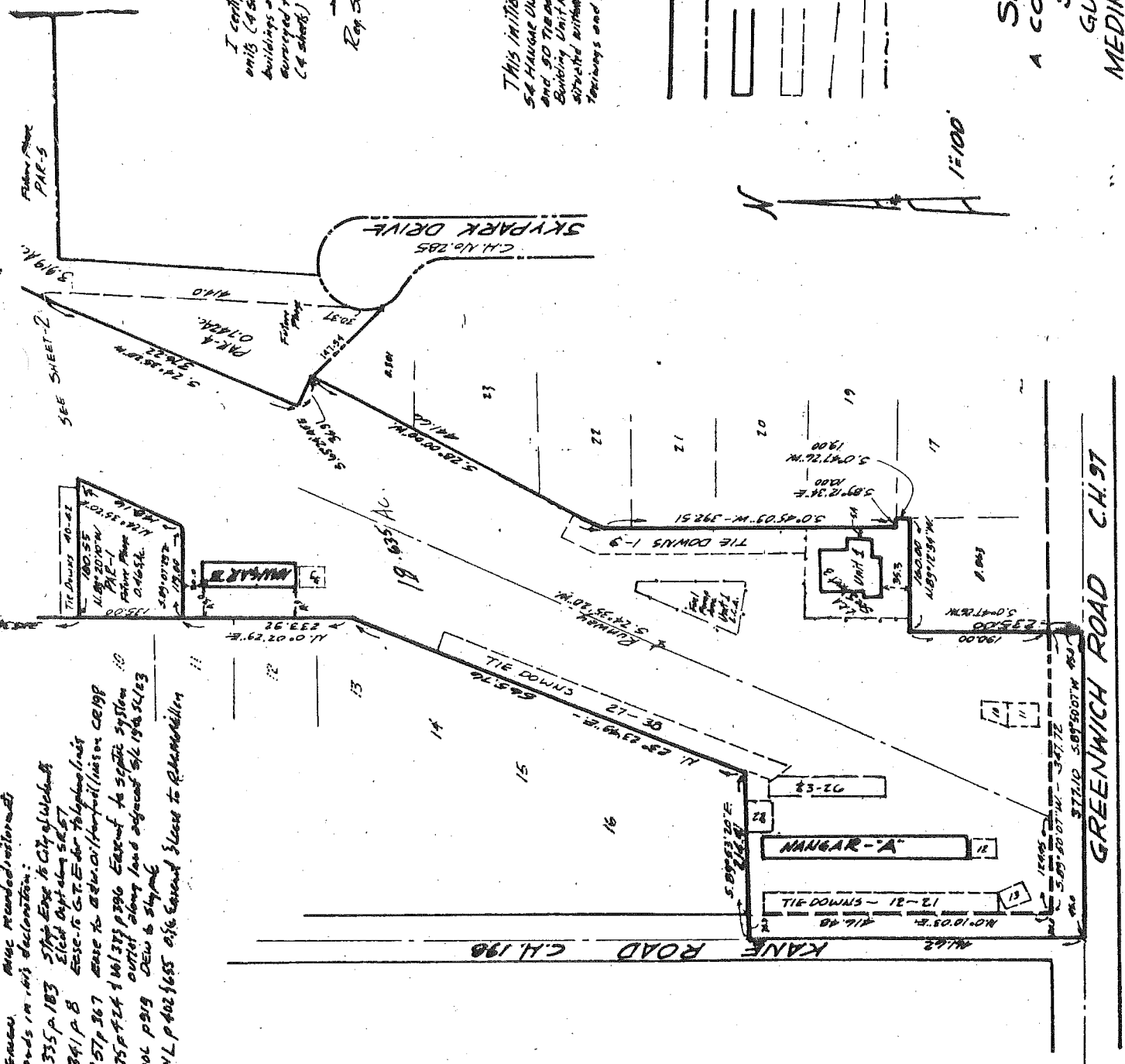
THENCE, EAST IN THE NORTH LINE OF SECTION 18, 383.9 FEET TO A POINT;

THENCE, SOUTH, 315.48 FEET;

THENCE, WEST, 383.9 FEET TO THE WEST LINE OF SEC 18;

THENCE, NORTH, 315.59 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.185 ACRES OF LAND.

Eastman, Assoc recorded instruments
 on lands in this declaration:
 Vol. 375 p. 183 Strip Edge to City of Williams
 Vol. 391 p. 8 Easement to G.T.E. for Telephone Lines
 Vol. 357 p. 367 Easement to Atlantic Telephone Company
 Vol. 375 p. 424 & 461, 377 p. 296 Easement to Septic System
 Vol. 1006 p. 919 Outlot along land adjacent to 1905 S.W. 123
 Vol. 1011 p. 402, 365 Easement to R.R. McMillan



I certify that this map and detail building or structure
 units (4 sheets) marked as EXHIBIT accurately show the
 buildings and unit locations. I certify that I have
 surveyed the declared premises and that this drawing
 (4 sheets) is a true representation of same.
 Leonard A. Mynard 6-17-89
 Reg. Surveyor No. 4760 Exp. P.E. 10.26.90

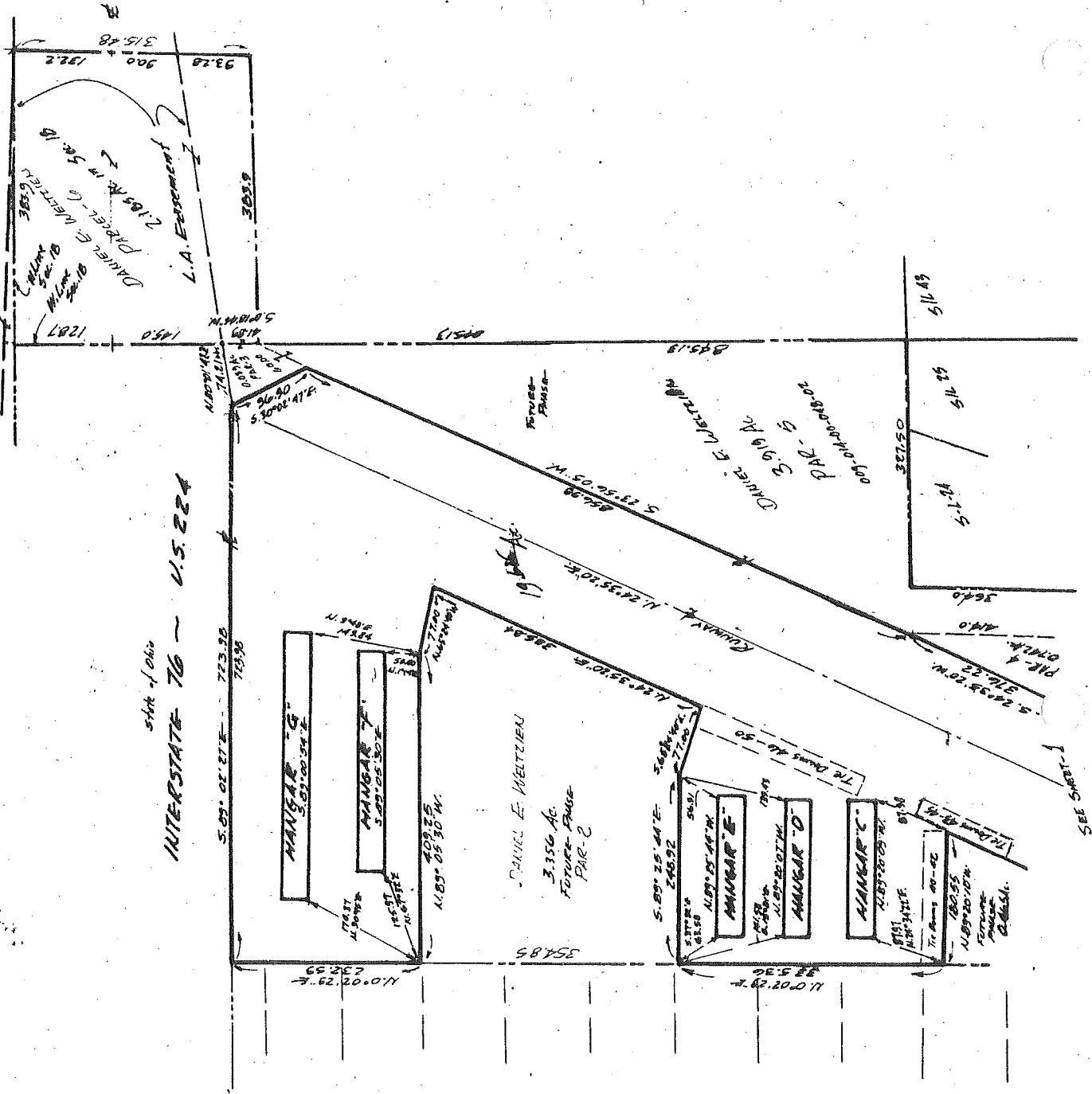
This initial phase of 'SkyPark a Condominium' creates
 54 Hanger Units in 7 Buildings designated by letters A through G,
 and 90 Tie-down Units numbered 1 thru 30, and an Administrative
 Building Unit No. 1, with certain L.C.A.s. (Limited Common Areas) all
 situated within the 18.935 Ac. parcel shown hereon. Airways,
 Terraces and parking areas are also shown and are 28,935 sq. ft.

LEGEND

- Boundary of Declared Lands
 - - - Boundary of "Other Lands"
 - ▭ Hanger Unit boundary Located by Bearing & Distance - See sheet 3 for Unit Dimensions
 - ▭ Tie-down Unit boundary Located by Bearing & Distance to E of unit. See sheet 3 for individual unit dimensions
 - Dimension Line
 - Other property or survey limits
 - L.C.A. Limited Common Areas
- EXHIBIT "B" SHEETS 1/2**
EXHIBIT "B-1" SHEETS 3/4

SKYPARK
A CONDOMINIUM IN
SECTION 17
GUILFORD TWP.
MEDINA COUNTY, OHIO

19.635 AC. AREA IN THIS DECLARATION

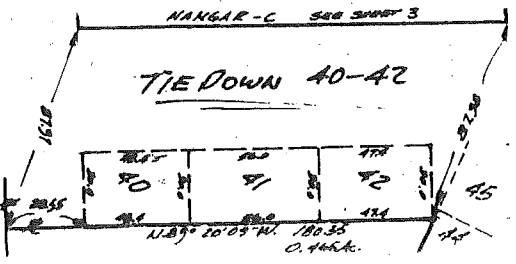
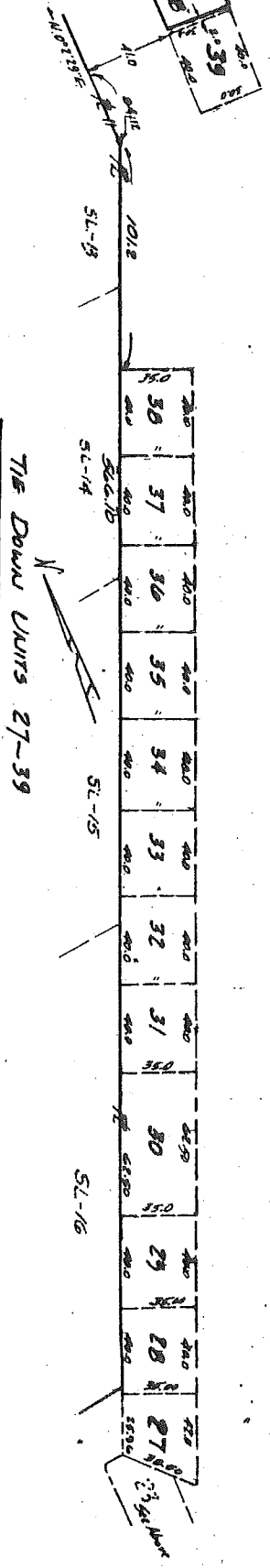
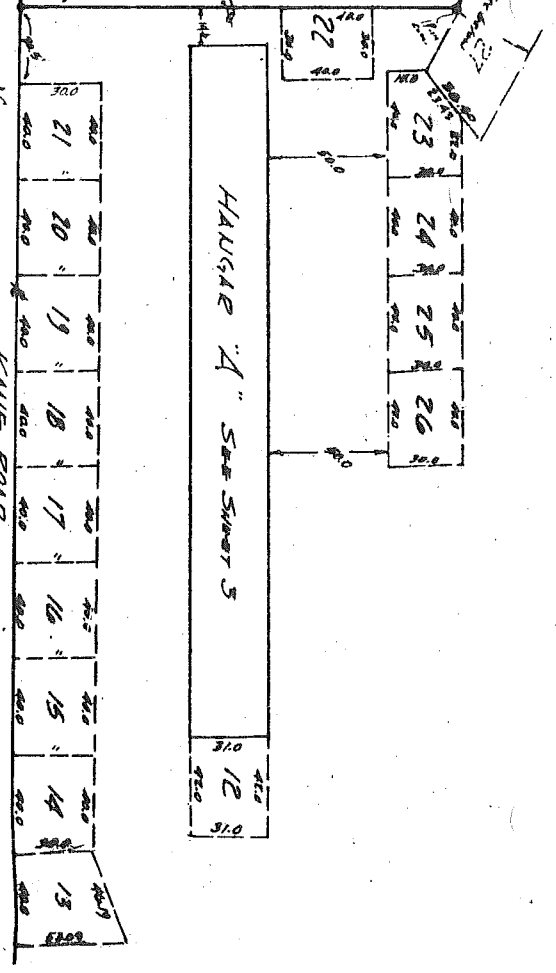
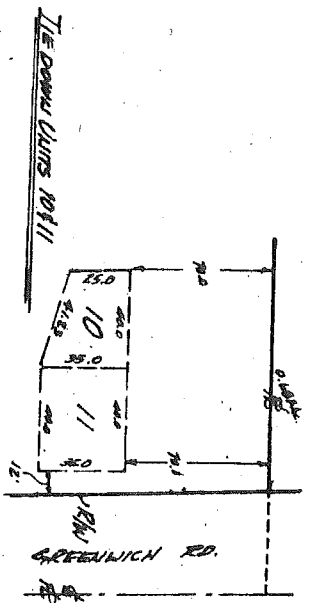
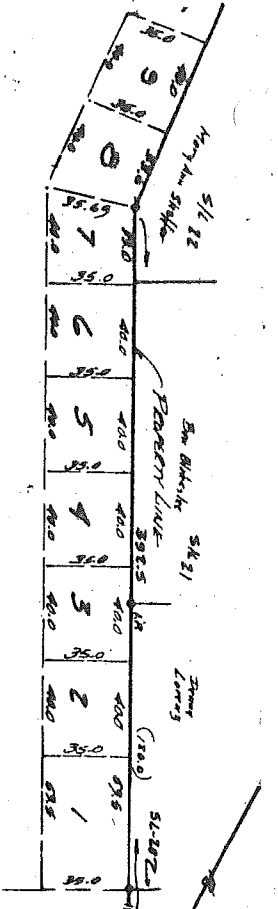


sketch of 06/2
 INTERSTATE 76 - U.S. 224

KAUF RD. C.H. 198

15100'

SEE SURVEY



LEGEND TIE DOWN UNITS

Unit designation number

