

DECLARATION OF THE STONEGATE LANDOWNERS ASSOCIATION

This Declaration, made as of the 5th day of August, 1998, by and between STONEGATE ENTERPRISES INC., an Ohio Corporation, whose address is 3583 Sparrow Pond Circle, Akron, Ohio 44333, and THE STONEGATE LANDOWNERS ASSOCIATION, an Ohio not-for-profit corporation, whose address is 3583 Sparrow Pond Circle, Akron, Ohio.

RECITALS

1. Stonegate Enterprises, Inc., hereinafter referred to as Declarant, is the owner of certain real property described in Exhibit A, which is attached hereto and made a part hereof as if fully rewritten herein.
2. Declarant has made application to the City of Streetsboro, Portage County, Ohio, for its approval of the previously described premises as a subdivision of single family residence lots.
3. The approval of said subdivision by the City of Streetsboro is subject to the condition that the Declarant shall initiate a property owners association which shall be responsible for the control, administration, and maintenance of the commonly-owned and commonly-held spaces in said subdivision.
4. Declarant has incorporated The Stonegate Landowners Association under the laws of the State of Ohio as a non-profit corporation for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, pursuant to the laws of the City of Streetsboro, the undersigned Declarant, being the owner in fee simple of the property described in attached Exhibit A, does hereby declare that the hereinafter described property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, assessments, charges and liens hereinafter set forth, and Stonegate Landowners Association also joins in this Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the herein contained covenants and restrictions.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise.

1. "Articles" and "Articles of Incorporation" mean the articles of incorporation, as the same may be lawfully amended from time to time, filed with the Secretary of State of Ohio, incorporating The Stonegate Landowners Association as an Ohio non-profit pursuant to the Ohio Revised Code, as amended (the "ORC").
2. "Allotment" means the major subdivision approved by the City of Streetsboro for the Property.
3. "Association" and "Landowners Association" mean the non-profit corporation created by the filing and approval of the Articles.
4. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the Board of Trustees of the Association.
5. "By-Laws" means the by-laws or code of regulations of the Association, as the same may be lawfully amended from time to time, created under Chapter 1702 ORC.
6. "Common Area" means (1) the parts of the Allotment indicated as "Stormwater Management Easement" on the Plats, and which are specifically intended to be drainage pond easements devoted to the common use of Members; (2) the parts of the Allotment indicated "Reservation Strip to City of Streetsboro" on the Plats within which are to be installed decorative fencing, walls, allotment identification signs, lighting, and landscaping for

the Allotment; and (3) decorative islands within street right-of-way dedicated by the Plats and the recreation area, if any, including its facilities such as swimming pool, tennis court, etc (collectively the "Improvements").

7. "Declaration" means the instrument by which the Common Area is created and submitted to the Association, as this instrument may be lawfully amended from time to time. "Declarant" means Stonegate Enterprises, Inc., an Ohio corporation.
8. "Instruments" means this Declaration, the Articles, the By-Laws, the Plats, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Common Areas, the Allotment and the Lots within the Allotment.
9. "Lot" means any building site created in the Allotment, whether as created by the recording of any Plat or as amended by subsequent City of Streetsboro subdivision approval.
10. "Member" means a person, including the Declarant, owning a fee simple interest in a Lot. If a Lot is owned by more than one Person, the owners shall jointly and severally constitute one "Member" for purpose of this Declaration and shall inform the Secretary of the Association as to which Person shall exercise the voting rights of such Member granted in the Instruments. Lots retained by the Declarant will not be assessed for any expenses or capital improvements.
11. "Occupant" means an individual lawfully residing at or occupying the Lot, regardless of whether that individual is the owner thereof.
12. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
13. "Plats" mean any recorded subdivision plat for the Allotment, as the same may be amended or supplemented from time to time, and includes any restrictions contained therein.
14. "Property" means the real property described in Exhibit A.
15. "Trustee" and "Trustees" means that person or those persons serving at the time pertinent as a trustee or trustees on the Board of Trustees of the Association.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for the ownership and administration of the Allotment, the Common Areas and the Lots, and the enforcement of the Declaration and the Plats.

ARTICLE I **THE LAND**

The Declaration applies to the land embraced within the Property located in the City of Streetsboro, Portage County, Ohio.

ARTICLE II **NAME**

The name by which the Association shall be known is "Stonegate Landowners Association."

ARTICLE III

PURPOSES

Section 1. Purposes: This Declaration is being made to establish the Common Area for the purpose of, as the case may be, construction, maintenance, reconstruction, and repair of the Improvements for the benefit of all Members and Occupants and their heirs, successors, invitees, guests, contractors, employees, and assigns; to provide for the preservation of the values of the Allotment, the Common Area and Lots; to provide for and promote the benefit, enjoyment and well being of Members and Occupants; to provide for the administration and operation of the Association; to provide for the enforcement and defense of the covenants, easements, charges and restrictions set forth herein, in the Articles, the Instruments, and in the Plats for all Phases of Stonegate, as amended; and to raise funds through assessments to accomplish these purposes.

ARTICLE IV

LANDOWNERS ASSOCIATION

Section 1. Membership. Membership in the Association shall be limited to every person who is or becomes a record owner of a fee simple interest in a Lot, subject to the limitations set forth in the definition of the term "Member." The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lots, and transfer of a Member's Lot shall automatically transfer membership to the transferee.

Section 2. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned.

Section 3. Board of Trustees. The Board shall consist of no less than 3 members, but may consist of as many more members as established from time to time by the Members of the Association at the annual meeting.

Section 4. Authority. The Board shall have the authority to administer and operate the Association; to manage, maintain, repair, replace, alter and improve the Common Areas; to enforce and defend this Declaration and the restrictions set forth in the Plats; to exercise all rights provided by the instruments including the right to adopt, enforce, and defend rules and regulation; and to assess and collect funds from Members for the payment thereof.

ARTICLE V

AGENT FOR SERVICE

The name and address of the person to receive service of process for the Association is Moise Zarouk, 3583 Sparrow Pond Circle, Akron, Ohio 44333.

If the agent for any reason ceases to be registered with the Secretary of State of Ohio as a Statutory Agent for the Association, the Association must promptly designate a substitute agent with the Secretary of State of Ohio, which substitute agent shall be the person to receive service of process for the Association.

ARTICLE VI

MAINTENANCE, REPAIR, AND PLAT ENFORCEMENT

Section 1. Association Responsibility. The Association shall maintain and repair the storm drainage ponds and appurtenances, including any related structures, and other improvements located with the Common Area. The Association may delegate the responsibility for maintaining, cleaning and managing the common area to the Declarant or to any other person or entity. The Association has the authority to enforce and defend this Declaration and the Plats and to exercise all authority under the instruments. The Association's power and authority, except as reserved to the

Members, shall be exercised by and through the Board. The Association, upon approval of the Board, may delegate this responsibility to any other person including a management company.

Section 2. Individual Responsibility. Each Member whose Lot contains Common Area shall keep the Common Area (especially any pond) free of trash and litter, and shall keep the grass and vegetation surrounding the improvements neatly trimmed. In the event a Member shall fail to comply with this Article VI, Section 2, or the need for maintenance or repair of any part of the Common Area is caused by the negligence or intentional act of any Member or Invitee thereof, and the cost of such maintenance and repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Member assessment, as hereinafter defined, against such Member. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board, and the Board may contract for such maintenance or repair as it see fits. Each Member shall comply with this Declaration and Bylaws and the restrictions in the Plats.

ARTICLE VII INSURANCE

Section 1. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Area, insuring the Association, the Trustees, and the Members, with such limits as the Board may determine, covering claims for personal and bodily injury, death and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to homeowner's associations generally and those developments similar in location and use of the Common Area, as determined by the Association. This insurance shall contain a "severability of interest" endorsement which shall prevent the insurer from denying the claim of a Member or a Trustee because of negligent acts of the Association, other Trustees, the Association, or other Members as appropriate.

Section 2. Other Association Insurance. In addition, the Association may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Association may determine appropriate.

Section 3. Member's Insurance. Any Member may carry such insurance in addition to that provided by the Association pursuant hereto as that Member may determine. A Member may obtain insurance against liability for events occurring within or on his Lot, losses with respect to personal property and furnishings, and losses to improvements owned by the Member. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all Members.

Section 4. Sufficient Insurance. In the event the Improvements, if any, forming a part of the Common Area or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction thereof, such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment thereof.

Section 5. Insufficient Insurance. Except for drainage ponds, in the event the improvements forming a part of the Common Area or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Members shall elect within sixty (60) days after such damage or destruction not to make such a repair, restoration or reconstruction the Association may make repairs, restoration or reconstruction of the Common Area so damaged or destroyed at the expense (to the extent not covered by insurance) of all Members. Should any Member refuse or fail after reasonable notice to pay that Member's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Member and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 5. Fidelity Bonds. The Association shall obtain fidelity bond coverage with respect to persons handling Association funds in amounts deemed reasonably necessary by the Board to protect against substantial losses.

ARTICLE VIII
CONDEMNATION

In the event any of the Common Area, or an portion thereof, is made the subject matter of any condemnation or eminent domain proceedings, or is otherwise sought to be acquired by a condemning authority, all Members shall share equally in the condemnation proceeds as to the easement interest acquired, after the Improvements have been restored to the extent reasonably possible.

ARTICLE IX
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a reasonable right of entry and access to, over, on, and through any Lot to enable the Association to perform its obligations, rights, and duties under the terms of this Declaration.

Section 2. Easement for Services. A non-exclusive easement is hereby granted to all police, fireman, ambulance operators, EMS personnel, all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Area in the performance of their lawful duties.

ARTICLE X
ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. Each Member, by acceptance of a deed to such Member's Lot (whether or not it shall be so expressed in such a deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Lot assessments, all of such assessments to be established and collected hereinafter provided. Notwithstanding anything to the contrary in this Declaration, the Declarant shall be exempt from all assessments, fees and expenses as to Lots it owns which are not improved with residences.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members; for the operation of the Association; to maintain the Common Areas; and to enforce, defend, and administer this Declaration, the By Laws, the Articles and the restrictions in the Plats.

Section 3. Elements and Apportionment; Due Dates.

a) Annual Operating Assessments

- (1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate and prorate the common expenses of the Association among the Members. Except as otherwise set forth in this Declaration, the pro-rata shall be on an equal basis. The common expenses of the Association consist of the following:
 - (a) the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
 - (b) the estimated next fiscal year's costs for insurance and bond premiums to be obtained and paid for by the Association;

- (c) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - (d) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacement of major improvements for which cash reserves over a period of time in excess of one year should be maintained;
 - (e) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded;
 - (f) an amount for real estate taxes, if any, due from the Association; and
 - (g) an amount for utility services, if any, used or consumed upon or within the Common Area.
- (2) The Board shall thereupon allocate equally to each Member such Member's share of all these items and thereby establish the annual operating assessment for each Member. For administrative convenience, any such assessment may be rounded up to the nearest ten dollars.
 - (3) The annual operating assessment shall be payable in advance, provided that nothing contained herein shall prohibit any Member from prepaying assessments. The due dates of any such installments shall be established by the Board. Failure to pay any installment when due shall result in a surcharge of 25 percent of the installment so due and shall be re-levied on each anniversary date until paid.
 - (4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Members on the same basis as heretofore set forth.
 - (5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Members.

b) Special Assessments for Capital Improvements

- (1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements within the Common Area to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing or repairing existing improvements which cost over \$2,500 shall not be constructed nor funds assessed therefore without the prior written consent of a majority of the Members. Capital improvements less than \$2,500 shall be within the authority of the Board. Failure to pay any installment when due shall result in a surcharge of 25 percent of the installment so due and shall be re-levied on each anniversary date until paid.
- (2) Any such assessment shall be prorated equally among all Members and shall become due and payable on such date or dates as the Board determines, following written notice to the Members; provided, however, that Declarant shall be exempt from all assessments, fees, and expenses as to Lots it owns which are not improved with residences.

c) Special Individual Lot Assessments.

- (1) The Board may levy an assessment against the Lot of an individual Member, or the Lots of Individual Members, to reimburse the Association for those costs incurred in connection with such Member or Member's property and chargeable by the terms hereof to a particular Member or Members such as, but not limited to the cost of making repairs which would be the responsibility of the Member or Members, the cost incurred by the Association with respect to enforcing or defending this Declaration and any restrictions set forth in the Plats. Any such Assessments shall be due and payable on such date as the Board determines and gives written notice to such Member or Members subject thereto. The Board is authorized to charge 150% of the actual cost to remove or repair any matter that a member doesn't rectify problem within 15 days after notice thereof.

d) Minimum Mandatory Capital Assessment.

- (1) The Board may levy an additional assessment for a minimum annual capital assessment in an amount to be determined by the Board and approved by a majority of the members. The assessment shall be in addition to any necessary operating assessments.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Members at least thirty (30) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Member at the address set forth on the Association's records shall constitute notice to that Member, unless the Member has delivered written notice to the Association of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Member.

Section 5. Effect of Non-payment of Assessments; Remedies of the Association for Default.

- a) If any assessment or any installment of any assessment is not paid within thirty (30) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), and (iii) charge a penalty equal to up to 25 percent of the assessment past due.
- b) Annual operating and special assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association.
- c) At any time after an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, an affidavit may be filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board. The affidavit shall contain a description of the Lot against which the unpaid assessment exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment, and shall be signed by the president or other officer of the Association. A copy of said recorded affidavit shall be sent by certified mail, return requested, to the last known address of the owner or owners of such Lot. The affidavit shall operate as a lien against the Lot. The filing of the affidavit and creation of the lien shall not operate to release the owner from personal liability for payment of the assessment. The lien shall only secure the owners personal liability for payment of the assessment amounts.
- d) Each such assessment together with interest and costs shall also be the personal obligation of the Member who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that Member's successors in title unless expressly assumed by the successors.

- e) The Association, as authorized by the Board, may undertake all legal and equitable remedies available to it, including without limitation, bringing an action at law against the Member or Members personally obligated to pay amounts then due, filing a lien or liens to secure payment of delinquent assessments, interest and costs, bringing an action to foreclose a lien, and obtaining temporary and permanent injunctive orders. Members who violate this Declaration, the By Laws, and/or the Plats shall, in addition to any other award judgment or order granted against such violating Member, pay all costs and expenses (including attorneys fees, court costs and the costs of filing liens) incurred by the Association, Board, or Member and such costs and expenses shall be made part of the judgment, award, or order. In the event a proceeding is commenced to collect or enforce any judgment, order or award, all legal fees and court costs incurred with respect thereto shall likewise be the responsibility of the party against whom the order, judgment or award is being enforced and such costs and expenses, including attorney's fees, shall be added to the amount thereof. This provision is not applicable to suits against the Developer.
- f) No member may waive or otherwise escape liability for the assessments provided for in these Restrictions.

Section 6. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI AMENDMENTS AND TERMINATION

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration or other Instruments shall require the affirmative vote of a majority of the Members and the additional consent of the Declarant.

- a) The consent of 80 percent of the Members and the additional consent of the Declarant shall be required for any amendment effecting a change in:
 - i) The liability for common expenses pertaining to the Common Area; or
 - ii) The number of votes in the Association pertaining to any Member.
- b) The consent of all Members and the additional consent of the Declarant shall be required to terminate the Association.
- c) In all other amendments, the consent of Members representing at least 51 percent of the Lots, and the additional consent of the Declarant, shall be required.

Section 2. Method to Amend. An amendment to this Declaration, adopted with the consents as provided, in a writing executed with the same formalities as the Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with appropriate governmental authorities.

Section 3. Termination. In the event the Members properly terminate the Association pursuant to this Article XI, the Association shall pay or make provisions for paying all liabilities of the Association and thereafter shall release unto each member the portion of the easement affecting such Member's Lot.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created herein or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Common Area, the Lots, the Association, and the Members, their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein, in the Plats, in the By Laws, and in the rules, regulations of the Association each as now existing and as hereafter promulgated and amended.

- a) Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or any subsequent violation, nor shall the doctrine of the laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.
- b) Further, the Association and each Member shall have the rights of action against each other for failure to comply with the provisions of the instruments, rules and regulations and applicable law, and with respect to decisions made pursuant to authority granted hereunder, and the Association shall have the right to assess reasonable charges against a Member who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Before acting in its own right, a Member first must request the Board to act on the Member's behalf. If the Board fails to act within 60 days of its receipt of written notice pursuant to this Section, the Member may take action according to this Declaration.
- c) Notwithstanding the foregoing provisions or anything contained herein to the contrary: Any dispute concerning the Declaration, the Bylaws or the Plats shall be determined by the Portage County, Ohio Court of Common Pleas. The Court shall refer the matter to arbitration pursuant to the rules of the Portage County, Ohio Court of Common Pleas then in effect, or if none, shall refer the matter to arbitration by order of the Court.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment of court shall in no way affect any other provisions, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 6. Enforcement of the Plats. The Association may not enforce the Plat Restrictions against vacant lots owned by the Declarant as long as the Declarant owns such lots and such lots are vacant land.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 5th day of August, 1998.

Signed and acknowledged
in the presence of:

"DECLARANT"
STONEGATE ENTERPRISES INC.

Susan M. Daily

by: Moise Zarouk

Moise Zarouk, President

Print Name: _____

Print Name: _____

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

Before me, a Notary Public in and for said county and state, personally appeared the above-named MOISE ZAROUK, President of STONEGATE ENTERPRISES, INC., who acknowledged that he did sight the foregoing instrument and that the same is his free act and deed and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I hereto set my hand and official seal at _____ Akron _____, Ohio, this 5th day of _____ August _____, 1998.

NOTARY PUBLIC

Signed and acknowledged
in the presence of:

“DECLARANT”
STONEGATE ENTERPRISES INC.

by: _____
Moise Zarouk, President

Print Name: _____

Print Name: _____

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

Before me, a Notary Public in and for said county and state, personally appeared the above-named MOISE ZAROUK, President of STONEGATE ENTERPRISES, INC., who acknowledged that he did sight the foregoing instrument and that the same is his free act and deed and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I hereto set my hand and official seal at _____ Akron _____, Ohio, this 5th day of _____ August _____, 1998.

NOTARY PUBLIC

THIS IS A VERSION OF THE ORIGINAL DECLARATION OF 1998 AMENDED TO INCLUDE THE CHANGES APPROVED AT AN ASSOCIATION MEETING OCTOBER 21, 2012 AND RECORDED WITH THE RECORDER OF PORTAGE COUNTY. THIS COPY IS PROVIDED SOLELY AS A CONVENIENCE TO MEMBERS. THE RECORDED COPIES TAKE PRECEDENT SHOULD DIFFERENCES EXIST.