DECLARATION SUBMITTING PROPERTY TO THE PROVISIONS OF CHAPTER 5311 OF THE OHIO REVISED CODE (THE CONDOMINIUM PROPERTY ACT OF OHIO)

BY JOSEPH SYLVESTER CONSTRUCTION CO., INC.

FOR: OAKWOOD VILLAGE, A CONDOMINIUM

IN THE TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of this Declaration, together with a copy of the Legal Description,

Drawings and By-Laws attached hereto and enumerated as Exhibits A, B, C, D, E, F, G and H respectively, have been filed with the Mahoning County Auditor.

Certification	Auditor		
DATED:	BY:		

RECEIVED FOR RECORD

AT 3. 44 O'CLOCK M

SEP 5 1986

WILLIAM E. REPASKY.

Recorder, Mahoning County, Ohka

THIS INSTRUMENT PREPARED BY: ATTORNEY LAWRENCE J. DAMORE 20 West Boardman Street Youngstown, Ohio 44503-1493 (216) 747-4481

LAWRENCE J. DAMORE, ATTORNEY AT LAW
20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

DECLARATION

Attached to this Declaration are Exhibits A, B, C, D, E, F, G, H, which are annexed hereto and made a part hereof as though fully set forth herein.

ITEM I. The legal description of the real property submitted is set forth in "Exhibit A."

ITEM II. The real property submitted hereby, and the improvements to be erected thereon, shall be known as OAKWOOD VILLAGE.

ITEM III. 1. the purpose of subjecting this property to condominium use is to prevent urban sprawl by better utilization of remaining peripheral land, to create a community more stable than that of transient apartment dwellers and to provide suburban amenities with urban facilities without extending commuting.

- The purpose of individually family-owned units is to combine apartment-like living with the advantage of home ownership.
 - 3. The restrictions upon the uses thereof are as follows:
- a. No Unit shall be used other than for single family residential purposes. No structures shall be erected or maintained upon the property other than those shown on the Drawings, attached hereto as "Exhibits B, C, D, E and F" and such subsequent Common Area Facilities as may be approved and constructed by the Association. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the property at any time as a residence either temporarily or permanently. Notwithstanding the foregoing, it shall be expressly permissible for Declarant to maintain during the period of construction and sale of Apartment Structures upon such portion of the property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of these Apartment Structures, including but without limitation, a business office, storage area, construction yard, signs, model units and sales office.
- b. There shall be no commercial facilities in the condominium.
- c. No place of business or place for the practice of any profession may be conducted or permitted in any unit or in any Common Area within the condominium; however, the foregoing shall not apply to the business activities, or the construction and

maintenance of buildings, if any, of Declarant, its agents and assigns, during the construction and initial sales period.

- d. No Unit shall be rented or used for transient or hotel purposes, which is defined as: rental for any period less than thirty days; rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and like services; or roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.
- e. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof.
- f. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit.
- g. No sign or billboard of any kind shall be erected or maintained, except on a Unit one sign of not more than five square feet advertising a Unit for rent or for sale; on the common areas and facilities, as approved by the Board of Managers; and signs used by Declarant to advertise Units for sale during the construction of initial sales period.
- h. No noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall such areas be used in any way or for any purpose which may endanger the health or unreasonably disturb any Unit owner or any resident of a Unit.

- i. All clothes lines, equipment, garbage cans, service yards, woodpiles, storage piles and any other items stored outside of a Unit shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Units and shall not be allowed to accumulate.
- j. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained except such as are installed in accordance with the initial construction of the buildings or as approved by the Association's Board of Managers or its designated representative.
- k. Without prior written approval and authorization of the Board of Managers, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon any Unit or structure other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.
- l. Every owner of a Unit shall be subject to the restriction on conveyance that no Unit shall be conveyed until it has been released from the operation of all liens and encumbrances excepting taxes and assessments of political subdivisions, which affect both such Unit and any other part of the property, or until such liens and encumbrances have been paid and satisfied.
- m. All exterior window drapery, blinds, or other decorator treatments shall have a white or beige color to the exterior exposure.

ITEM IV. OAKWOOD VILLAGE will consist of ten (10) buildings with four, three and two unit ranch or two-story structures as shown by the Drawings attached hereto as "Exhibit B." The principal construction materials of each multi-family structure are concrete, wood, brick veneer, wood and aluminum. All structures will be constructed substantially in accordance with the plans and specifications which are on file at Declarant's office and which are available for inspection by prospective unit purchasers.

ITEM V. 1. By this Declaration there are hereby created the following: Building A, Units 1 and 2 (as set forth in Exhibit C); Building B, Unit 3 (as set forth in Exhibits D-1, D-2 and D-3); Building B, Units 4 and 5 (as set forth in Exhibits E-1, E-2 and E-3); Building B, Unit 6 (as set forth in Exhibit F); Building C, Units 7 and 9 (as set forth in Exhibits E-1, E-2 and E-3); Building C, Units 8 and 10 (as set forth in Exhibit F). Building D, Units 11 and 12; Building E, Units 13 and 14; Building F, Units 15 and 16; Building G, Units 17 and 18; Building H, Units 19, 20, 21 and 22; Building I, Units 23, 24, 25 and 26; and Building J, Units 27, 28, 29 and 30 have been proposed but not completely designed as to the exact square footage of each unit.

- 2. Each owner authorizes the Declarant, as Buildings D through J inclusive are designed and built, to file Addendums to these Declarations, establishing the percentage of ownership of the individual units and square footage of each unit.
- 3. Each Unit shall be a separate free hold estate consisting of the space bounded by and contained within the interior surfaces

of the perimeter walls, floors, ceilings, windows and doors of each Unit, each of such spaces being defined and referred to herein as a Unit. Each Unit includes both the portions of the building so described and the airspace so encompassed but the following are not a part of the Unit: bearing walls, columns, floors, roofs, foundations, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the unit.

ITEM VI. 1. The common areas and facilities shall consist of all parts of the Property, except the Units, as set forth in the Drawings, and each Unit has a direct and immediate contiguous access to the common areas and facilities, which, in turn, are contiguous to, and have direct access to Boardman-Canfield Road, Boardman Township, Youngstown, Ohio, as shown in said Drawings.

2. Common areas and facilities comprise, in the aggregate, a single free hold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided.

No action for partition of any part of common areas and facilities shall be maintainable, except as specifically provided in Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the common areas and facilities; provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

- 3. The percentage of undivided interest of each Unit owner in the common areas and facilities is computed on the basis of the proportion that the square footage of each Unit bears to the total square footage of all Units.
- 4. The percentage of interest in the common areas and facilities, as set forth in "Exhibit G" herein, shall not be altered except by an amendment to this Declaration unanimously approved by all unit owners. The percentage of interest in the common areas of the proposed Buildings "D through J" inclusive shall be divided and an Addendum filed as set forth in Item V herein.
- 5. The undivided percentage of interest of the Unit Owners in the common areas and facilities and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to such Unit.
- 6. Each Unit owner shall have the right to use the common areas and facilities in accordance with the purpose for which they are intended and for all purposes incidental to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the common areas and facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof, or in any manner contrary to or not

in accordance with this Declaration, the By-Laws, and Rules and Regulations properly promulgated by the Association.

ITEM VII. Each Unit owner shall automatically become a member of OAKWOOD VILLAGE Unit Owners Association hereinbefore and hereinafter referred to as the "Association," and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The sole function of said Association shall be the administration and management of the condominium property. Each Unit Owner shall be entitled to one vote regardless of the percentage of ownership set forth in ITEM VI (3) and, in the case of joint ownership, any joint owner shall be entitled to cast said vote in the absence of the other owner.

ITEM VIII. The name of the person who is hereby authorized to receive service of process for the OAKWOOD VILLAGE Unit Owners

Association is JOSEPH SYLVESTER, JR., 7345 West Parkside,

Youngstown, Ohio 44512.

ITEM IX. Any amendment to this Declaration shall require the affirmative vote of those Unit owners exercising not less than seventy-five percent (75%) of the voting power except as provided in ITEM V-1, ITEM VI-4, and ITEM X-7 hereof. Any such amendment by which changes are effected in the By-Laws or Drawings shall, when filed, have attached thereto a true copy of such change in the By-Laws and/or Drawings.

ITEM X. Unit owners by their acceptance of their deeds for their respective Units, covenant and agree as follows:

- 1. Until thirty (30) days after the Declarant shall have consummated the sale of 75% of the undivided interest or three years from the date of the establishment of the Unit Owners Association, whichever occurs first, Declarant, its successors and assigns, shall and is hereby authorized to appoint and remove members of the Board of Managers and other Officers of the Unit Owners Association and to exercise the powers and responsibilities otherwise assigned by law or the declaration to the Unit Owners Association, the Board of Managers, or other Officers, except as provided in Section 5311.08(C) and as set forth in ITEM III-1 of the By-Laws.
- 2. The Board of Managers shall have authority to mortgage common areas and facilities for improvement of same and/or impose special assessments for same, obtain liens on property of Unit owners for default in payment of same, impose regular assessments for maintenance of common areas and facilities exclusive of Units, and for services provided for Unit owners.
- 3. There is hereby created an easement to the Board of Managers and its authorized agents, upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all structures and utilities, including but not limited to water, sewers, gas, telephones, and electricity, and a master television antenna system. Should any utility furnishing a service covered by the general casement herein provided request a specific casement by separate recordable document,

Declarant shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for shall in no way affect any other recorded easements on the property.

- 4. The Association shall carry liability insurance for all common areas and facilities exclusive of Units.
- 5. The Board of Managers shall have the authority to promulgate and enforce reasonable rules and regulations for the use of all common areas and facilities, including but not limited to limiting number of guests, but no action shall at any time be taken by the Association or its Board of Managers which in any manner would discriminate against any Unit owner or owners in favor of any other Unit owner or owners.
- 6. It shall be the responsibility of each Unit Owner at his own expense to provide, as he sees fit, public liability insurance for personal injuries or damage arising out of the use and occupancy of his Unit, hazard, theft and other insurance covering personal property damage and loss. However, each Unit owner agrees to and shall procure and maintain in effect insurance in an amount not less than the full insurable replacement value of his Unit, exclusive of excavation and foundations. Such coverage shall afford protection against loss or damage by fire and other hazards covered by standard extended coverage endorsements, vandalism, malicious mischief, wind-storm and water damage. Such insurance shall be in favor of the Unit owner, his Mortgagee, and the Association as their interests may appear. All such insurance

shall be written through a single company as selected by the Board of Managers. This restriction shall not apply to individual tenants' home-owner's policies covering contents and personal liability. In the event of casualty loss or damage to any Unit, the respective Unit owner shall be responsible for repair or reconstruction of his Unit within a reasonable time, exclusive of the other Units therein.

- 7. Any deposit or down payment made in connection with the sale shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Developer.
- 8. Except in his capacity as a Unit owner of unsold condominium ownership interests, the Developer or Agent will not retain a property interest in any of the common areas and facilities after control of the condominium development is assumed by the Unit Owners Association.
- 9. The provisions of Ohio Revised Code Section 5311.17 are hereby superseded to the extent that a dissolution may be made effective by the affirmative vote of not less than ninety percent (90%) of the authorized voting power.
- 10. The covenants, conditions, restrictions and easements of this Declaration 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 property, and their respective heirs, executors, administrators, successors and assigns.

- 11. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided, such invalidity shall in no way effect any other provisions of this Declaration which shall remain in full force and effect.
- Declaration, the Association, or any Unit owner or owners, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by or through the provisions of this Declaration, its By-Laws, or the administrative rules and regulations of its Board of Managers. Failure by the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.
- 13. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical schanges required to make the provisions hereof apply either to

corporations or individuals, men or women, shall in all cases be assumed as though in each case full expressed.

14. The management and administration of the condominium shall be in accordance with the provisions of this Declaration, the By-Laws of the Association, and the Rules and Regulations promulgated by the Board of Managers, and to the extent not inconsistent with this Declaration in those instances where a Declaration is authorized to otherwise provide, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code as amended or supplemented, which are incorporated herein by reference thereto. Copies of said chapter of the Ohio Revised Code are available from the Secretary of the Board of Managers.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be duly executed by its duly authorized and acting officers this at day of august 1986.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

JOSEPH SYLVESTER CONSTRUCTION CO., INC.

Melaring Georard.

Suvan J. Pritahand

pv. A will Charles

AND: Jane Mane Sylvester SECRETARY

STATE OF OHIO)
SS:
COUNTY OF MAHONING)

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION CO., INC., an Ohio corporation, by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, each of whom acknowledged that they did sign the foregoing instrument on behalf of said corporation and by authority of its Board of Directors, and that the same is the free act and deed of said corporation and the free act and deed of each of them as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 28th day of hand and official,

Nelarie George .

MELANIE L. LEONARD Notary Public - State of Ohlo My Commission Expires March 25, 1989

"EXHIBIT A"

Situated in the Township of Boardman, County of Mahoning and State of Ohio:

And known as being Lot No. 5 in the Royce Circle Plat No. 2, part of Great Lot No. 18, Third Division, including and subject to the Declaration and Grant of Reciprocal Easement, recorded in Volume 215 at Page 229 of the Mahoning County Records.

"EXHIBIT A"

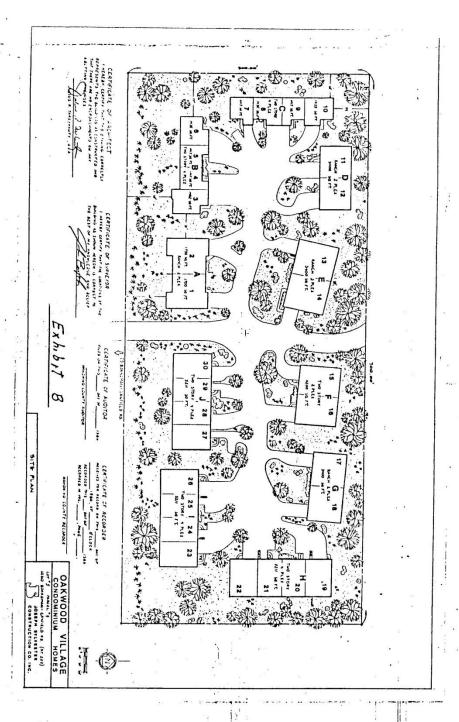
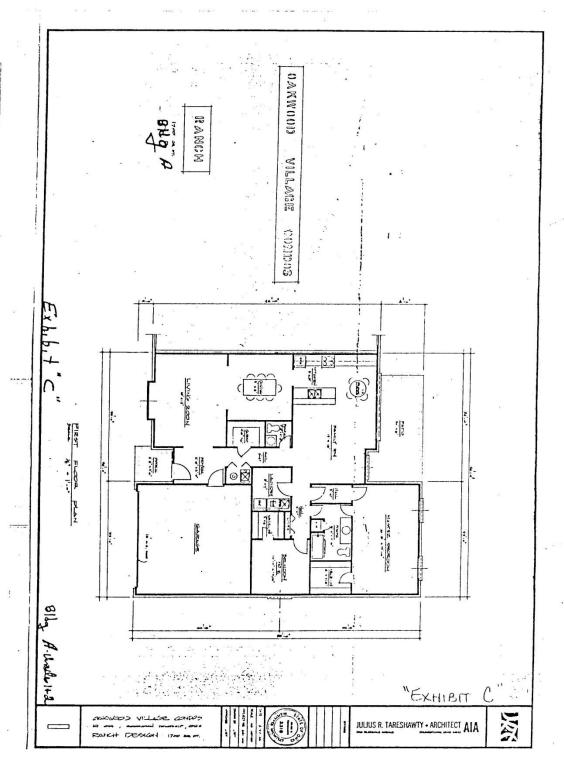
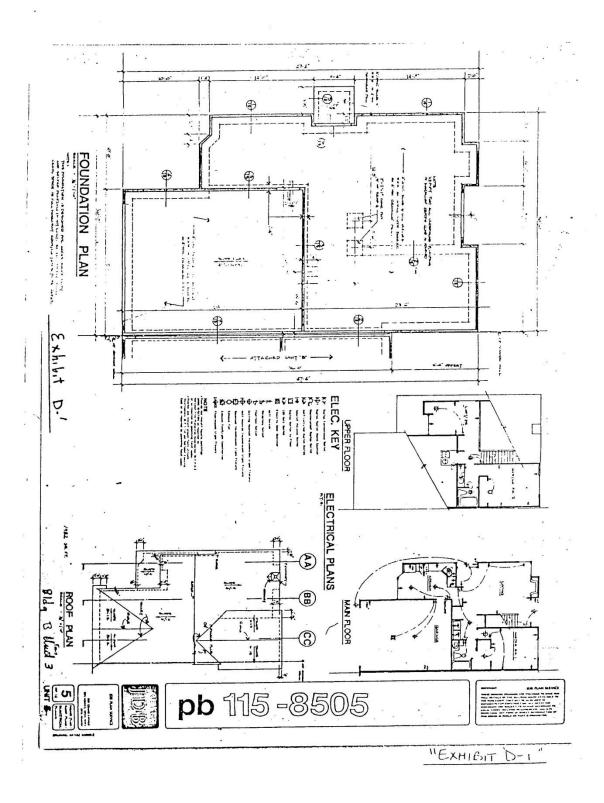
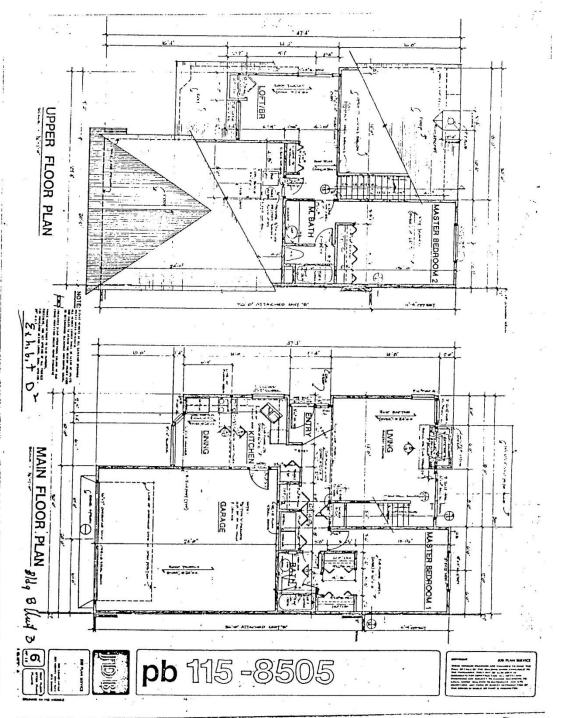


EXHIBIT B"

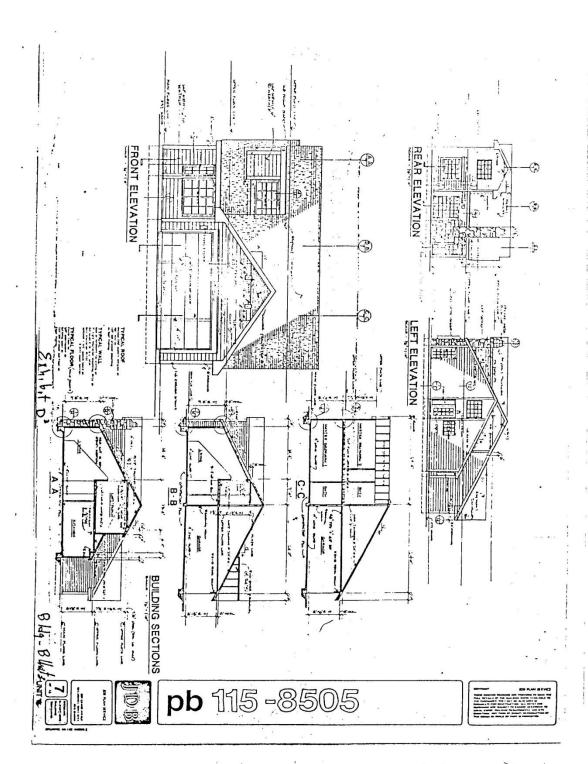


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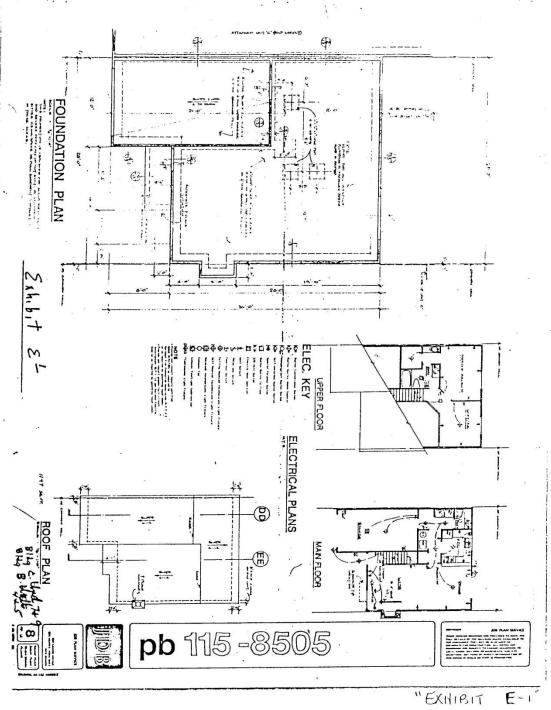




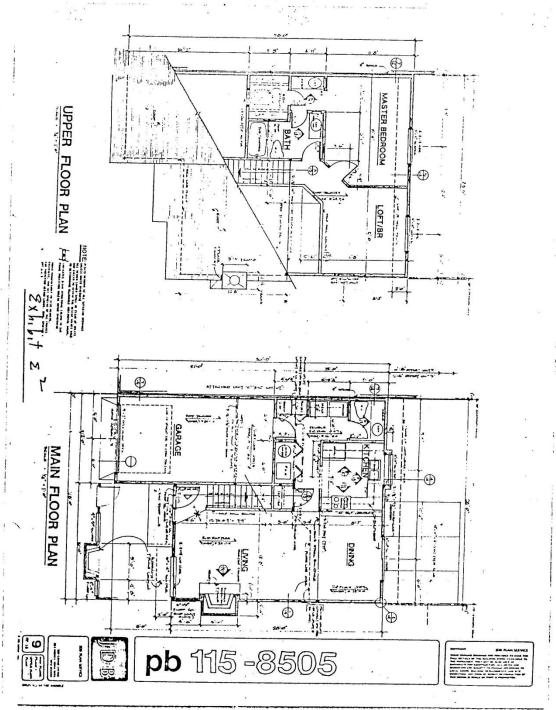
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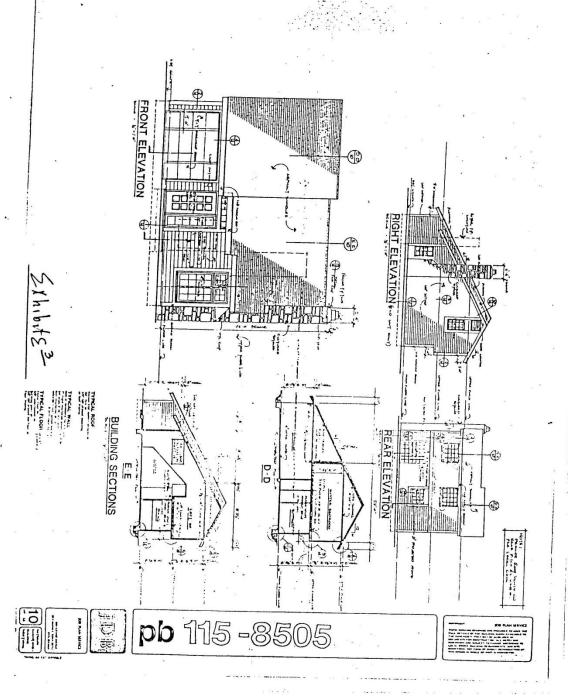
"EXHIBIT D.3"



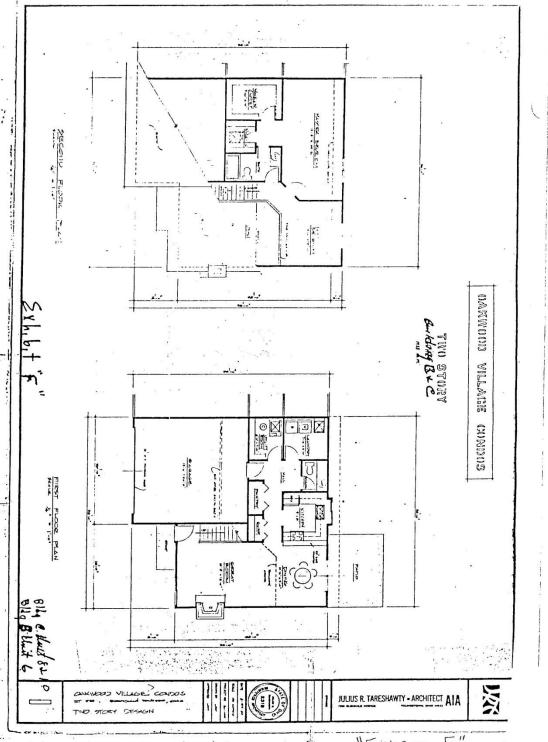
E-1



"EXHIBIT E-2"



"EXHIBIT E-3"



"EXHIBIT

"EXHIBIT G-1"
OAKWOOD VILLAGE -- UNDIVIDED INTEREST

BLDG.	LIVING SQ. FT.	INTEREST %
2-plex, ranch Bldg. A: 1 2	1,700 1,700	3.8806 3.8806
4-plex, two-story Bldg. B: 3 4 5 6	1,482 1,147 1,147 1,435	3.3829 2.6182 2.6182 3.2757
4-plex, two-story Bldg. C: 7 8 9 10	1,147 1,435 1,147 1,435	2.6182 3.2757 2.6182 3.2757

Buildings D, E, F, G, H, I and J shown on Exhibit G-2

"EXHIBIT G-1"

<u>"EXHIBIT G-2"</u>
OAKWOOD VILLAGE -- UNDIVIDED INTEREST

BLDG.	TOTAL BLDG. LIVING SQ. FT.	TOTAL BLDG. INTEREST %
2-plex, ranch Bldg. D: 11 12	3,400	7.7611
2-plex, ranch Bldg. E: 13 14	3,400	7.7611
2-plex, ranch Bldg. F: 15 16	4,200	9.5874
2-plex, ranch Bldg. G: 17 18	3,400	7.7611
4-plex, two-story Bldg. H: 19 20 21 22	5,211	11.8951
4-plex, two-story Bldg. I: 23 24 25 26	5,211	11.8951
4-plex, two story Bldg. J: 27 28 29 30	5,211	11.8951

TOTAL SQUARE FOOTAGE (Exhibits G-1 and G-2): 43,808
TOTAL INTEREST PERCENTAGE (Exhibits G-1 and G-2): 100%

The exact Interest Percentage of each Unit in Buildings D through J inclusive shall be divided by Addendum.

"EXHIBIT G-2"