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WALNUT GROVE CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration and By-Laws, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor of Mahoning County, Ohio on June 4, 1998.

As Conveyance has been Deeded with Section 319.294
Serial # 9999

By: George J. Tablack by Cheri Hunt
DEPUTY AUDITOR

Executed on 6-04-98
By: [Signature] Deputy
GEORGE J. TABLACK, COUNTY AUDITOR

THIS INSTRUMENT PREPARED BY:
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WALNUT GROVE CONDOMINIUM

APCO CONSTRUCTION, INC.

WALNUT STREET

BOARDMAN TOWNSHIP, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

WITH BY-LAWS

EASEMENTS, RESTRICTIONS AND COVENANTS

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
WALNUT GROVE CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

WALNUT GROVE CONDOMINIUM

WHEREAS, APCO Construction Inc., an Ohio Corporation, its successors and assigns, hereinafter referred to as "Grantor", is the owner in fee simple of Parcel No.1 (hereinafter described); and

WHEREAS, It is the desire of Grantor to submit said Parcel No.1, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership; and

WHEREAS, Grantor is also the owner in fee simple of Parcel No.2 (hereinafter described), which is adjacent to Parcel No.1, and upon which parcel Grantor proposes to construct improvements for condominium ownership; and

WHEREAS, Grantor desires to provide for the submission of Parcel No.2, together with the improvements to be constructed thereon to the provisions of said Chapter 5311 of the Ohio Revised Code within seven (7) years from the date this Declaration becomes effective renewable for an additional seven (7) year period at the option of the Grantor exercisable within six (6) months prior to the expiration of the seven (7) year period and with the consent of the majority of the unit owners other than Grantor, upon which the option to expand the condominium property will expire.

NOW THEREFORE, Grantor hereby declares:

ARTICLE 1

Legal Descriptions and Definitions

A. Legal Descriptions.

(i) The legal description of Parcel No.1 is as set forth in Exhibit "A(1)" attached hereto.

(ii) The legal description of Parcel 2 is as set forth in Exhibit "A(2)" attached hereto.

B. Definitions. The terms used in this Article 1, Section B (except as herein

otherwise expressly provided or unless the context otherwise requires) and in the By-Laws attached hereto and made a part hereof and made a part hereof as Exhibit "B" for all purposes of the Declaration and of any amendments hereto shall have the respective meanings stated in Chapter 5311 of the Ohio Revised Code.

(i) "Additional Property" means the land described in Article 1.A(ii), which land or portions thereof may be added from time to time in the future to the Condominium Property.

(ii) "Association" means Walnut Grove Condominium Unit Owners Association, Inc., which is a non-profit Ohio Corporation acting as an organization of all unit owners for administering the Condominium Property subject to this Declaration and By-Laws.

(iii) "Board" means the Board of Managers of the Association as the same may be constituted from time to time.

(iv) "Buildings" means the residential structures constructed on Parcel No.1 and on any portion or portions of Parcel No.2 which have been added to the condominium Property pursuant to the provisions of Article 16 hereof.

(v) "Chapter 5311" or "Condominium Act" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(vi) "Common Areas and Facilities" or "Common Elements" means all parts of the Condominium Property except the Units, including, without limitations, all foundations, exterior and supporting walls and roofs of the Buildings, all structural and component parts of all interior walls, doors, floors and ceilings of the Buildings, all porches, stoops, courtyards, walkways, driveways and parking spaces and all lawns, landscaping, gardens and recreational

facilities now or hereafter situated on the Condominium Property, including any repairs and replacements thereof.

(vii) "Common Assessments" means assessments charged proportionately against all Units for common purposes.

(viii) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 and this Declaration and By-Laws, including without limitation, the following:

(a) all sums lawfully assessed against the Unit Owners by the Association;

(b) expenses of the Association incurred in the administration, maintenance, repair and replacement of the Common Areas and Facilities;

(c) expenses determined from time to time to be Common Expenses by the Association.

(ix) "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

(x) "Common Losses" means the amount by which Common Expenses during any period of time exceeds the Common Assessments and Common Profits during that period.

(xi) "Common Profits" means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas, and any other fee, charge, or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

(xii) "Condominium Property" or "Property" means Parcel No.1 and the Buildings and all other improvements thereon, all easements, rights and appurtenances thereto belonging,

and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, that when Parcel No.2, or any portion thereof, has been added to the Condominium Property pursuant to the provisions of Article 16 hereof, the term "Condominium Property" shall also include Parcel No.2 to the extent that the same shall have been added to the Condominium Property and the Buildings and other improvements thereon, all easements, rights and appurtenances thereto belonging, and all articles of personal property existing thereon for the common use of the Unit Owners.

(xiii) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended, as hereinafter provided, as so amended.

(xiv) "Drawings" means the drawings relating to the Condominium Property, which are identified as Exhibit "C" and attached hereto, and made a part hereof, or when amended, as hereinafter provided, as so amended.

(xv) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Article 6, Section E, hereof.

(xvi) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.

(xvii) "Ownership Interest" means the fee simple title interest in a Unit and the appurtenant undivided interest in the Common Areas and Facilities.

(xviii) "Parcel No.1" means the land described in Exhibit "A(1)" attached hereto.

(xix) "Parcel No.2" means the land described in Exhibit "A(2)" attached hereto.

(xx) "Parcel 2 Buildings" means the structures and other facilities which the

Grantor may construct on the Additional Property from time to time.

(xxi) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(xxii) "Unit" means that part of the Condominium Property described in Article 5 hereof.

(xxiii) "Unit Owner", "Unit Owners", or "Owners" means any person who owns a condominium "Ownership Interest" in a Unit.

ARTICLE 2

Establishment of Condominium and Division of Condominium Property

Grantor is the owner of Parcel No.1 which, together with the other portions of the Condominium Property, is hereby submitted to the provisions of Chapter 5311.

ARTICLE 3

Name

The Condominium Property shall be known as Walnut Grove Condominium.

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and the Buildings and other improvements located thereon, including, without limitation, four (4) one story residential structures containing a total of eight (8) Units, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and

numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 are constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604 square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

ARTICLE 5**Description of Units**

Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete, or other materials) of each of the Units in the Building and the perimeter walls, windows, doors, floors and ceilings, the garage ceiling and garage floor of such Unit projected, if necessary, by reason of structural division such as interior walls, floors, ceilings, and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and dimensions of each Unit being shown on the Drawings).

Except as a tenant in common with other Owners, no Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his or her Unit and serving more than his or her Unit whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Units.

ARTICLE 6**Common Areas and Facilities**

A. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units.

B. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and

such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his or her Unit. Until amended as provided in Article 16 hereof, Grantor has determined each Unit's corresponding percentage of ownership in the Common Elements in accordance with the Condominium Act based on the proportion of the square footage of each Unit (excluding porches, garages, and basements), as it bears to the aggregate square footage of all Units (excluding porches, garages, and basements), on the date this Declaration is filed for record, and the same are set forth in Exhibit "D" attached hereto and made a part hereof. If Additional Property is added to the Condominium Property, then the percentage interest of ownership herein shall be adjusted in accordance with the provisions of Article 16.

The undivided percentage of interest of ownership 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 encumbrance may refer only to the fee title to such Unit.

C. 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; provided, however, that if any Unit shall 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.

D. Use of Common Areas and Facilities. Each Unit Owner shall have the right to use the Common Areas and Facilities and parking in accordance with the purposes for which they

are intended and for all purposes incident to the use and occupancy of his or her Unit, and such rights shall be appurtenant to and run with his or her 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 (i) this Declaration, (ii) the By-Laws, and (iii) the Rules of the Association.

E. Use of Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities located within the bounds of his or her Unit or which serve only his or her Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of:

- (1) all interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
- (2) all glass and screens within windows and doors within the perimeter walls or ceilings of such Unit;
- (3) all ducts and plumbing, electrical and other fixtures equipment and appurtenances, including heating and air conditioning systems and control devices, within the bounds of such Unit or which serve only such Unit;
- (4) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;
- (5) rear porch, stoops, courtyards, driveways and other appurtenant improvements, which serve or are assigned to only such Unit;
- (6) all other Common Areas and Facilities as may be located within the bounds of such Unit or which serve only such Unit.

ARTICLE 7Unit Owner's Association

A. Unit Owner's Association. Grantor has caused to be formed an organization called "Walnut Grove Condominium Unit Owners Association, Inc.", a non-profit Ohio Corporation, which shall administer the Condominium Property, subject to the provisions of the Declaration. Each Unit Owner, upon acquiring an Ownership Interest in a Unit within the Condominium Property as presently constituted, or hereafter enlarged in accordance with Article 16 hereof, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his or her Ownership Interest, at which time the new Owner of such Ownership Interest shall automatically become a member of the Association and shall be entitled to vote as set forth in the By-Laws. Except in its capacity as a Unit Owner of unsold Units, the Grantor will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Association, except that the Grantor may retain an interest consistent with the Declaration and required to insure ingress and egress from and to the Common Areas And Facilities by the prospective Unit Owners in the Additional Property.

B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration, the By-Laws, the Rules and the decisions and resolutions of the Association or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

ARTICLE 8**Management, Repair, Alterations and Improvements**

A. Warranties. The Grantor provides a two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property or Additional Property as a whole, occasioned or necessitated by a defect in material or workmanship.

The Grantor provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical or other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

In the case of an expandable condominium development as this is, the two-year warranty shall commence for property submitted by this Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Property, and for any Additional Property submitted by amendment to this Declaration, on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Additional Property; in either case to a purchaser in good faith for value.

The one-year warranty shall commence on the date the deed or other evidence of ownership is filed for record, following the first sale of a condominium Ownership Interest to a purchaser in good faith for value.

In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Grantor, Grantor

assigns the express and implied warranties of the manufacturers to the Unit Owner. The assignment of these warranties satisfied the Grantor's obligation as to the above appliances. The Grantor's warranty is limited to the installation of the appliances.

In the case of trees, shrubbery, and other landscaping installed by Grantor, the Grantor provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of said items. The one-year warranty shall commence for each phase on the date the deed or other evidence of ownership is filed for record for each phase, following the first sale of a condominium Ownership Interest to a Purchaser in good faith for value for said phase.

All warranties made to the Grantor that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities are hereby expressly assigned to the purchasers.

The exclusive remedy for breach of any of the foregoing shall be the repair of such defect or the replacement of such defective component or element by the Grantor. Any claim for breach of warranty not made with twenty-four (24) hours after expiration of the applicable warranty period by a Unit Owner in writing, addressed to APCO Construction, Inc., 5684 Bay Hill Drive, Canfield, Ohio 44406, shall be deemed waived by such Unit Owner. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF SUCH DEFECT.

B. Responsibilities of Association. Except as otherwise provided herein, the management, repair, alterations and improvements of the Common Elements shall be the

responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed two (2) years in duration and shall be terminable for cause on ninety (90) days written notice), and which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided.

C. Maintenance of the Units.

(1) By the Association. 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, excluding, however, interior walls, ceilings and floors surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Paragraph E of Article 6, exclusive of any portions of the foregoing which: 1) may be located at or extend from the wall outlets into the Unit or 2) may be the responsibility of an individual Owner under any other provision of this Declaration.

(2) By Each Owner. The responsibility of each Owner shall be as follows:

(a) to maintain, repair and replace at his or her expense all portions of his or her Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Paragraph E of Article 6.

(b) to maintain, repair and replace at his or her expense such portions of the appurtenances to his or her Unit and of any exclusive use area licensed, granted or otherwise assigned to such Owner, as the Association shall from time to time determine. Until such time as the Association determines to the contrary, each

Owner shall be responsible for the repair, maintenance and appearance of all porches, windows, doors, two car garage area, stoops, vestibules and entry ways and of all associated structures and fixtures therein, which are appurtenances to his or her Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

D. Construction Defects. The obligations of the Association and of Owner to repair, maintain and replace the portions of the Property for which they are respectively responsible under Paragraphs C(1) and C(2) of this Article 8 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. The undertaking of repair, maintenance or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

E. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Owner in performing his or her or its obligations hereunder.

F. Separate Mortgages of Units. Each Owner shall have the right to mortgage and/or encumber his or her own respective Unit, together with his or her respective Ownership Interest in the Common Areas and Facilities. No Owner shall have the right or authority to mortgage or

otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except his or her own Unit, and his or her own respective Ownership Interest in the Common Areas and Facilities as aforesaid.

G. Separate Real Estate Taxes. Each Unit, and its percentage interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all purpose of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Condominium Property as a whole, then each Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of Ownership Interest in Common Areas and Facilities.

ARTICLE 9

Common Expenses and Assessments

A. General. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities (including any added or altered in and/or from the Limited Common Areas and Facilities) and for the insurance of the Units shall be Common Expenses and together with the payment of the other Common Expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.

B. Utilities. Each Owner shall pay for his or her own telephone, electricity, gas and other utilities which are separately metered, sub-metered, or billed to each user by the respective utility company. Utilities which are not separately metered, sub-metered, or billed shall be treated as part of the Common Expenses.

C. Division of Common Profits and Common Expenses. The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentages of interest in the Common Areas and Facilities of their respective Units. Every unit Owner shall pay his or her proportionate share of assessments for Common Expenses and any special assessments levied against him or her, and no Unit Owner shall exempt himself or herself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.

D. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments levied by the Association against such Unit which remains unpaid for ten (10) days after the same have become due and payable, from the time a certificate thereof is filed with the County Recorder, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by or on behalf of the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Paragraph E of this Article 9. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his or her Unit during the period he or she has an Ownership Interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable shall bear

interest from the date when due at ten percent (10%) per annum until such time as the same has been paid in full.

E. Priority of Association's Lien. The lien provided for in Paragraph D of this Article 9 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him or her by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

F. Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied by the Association against his or her Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas in Mahoning County, Ohio, for the discharge of all or any portion of such lien.

G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or a third party purchaser acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance by the mortgagee of a deed in lieu of foreclosure, such purchaser or such mortgagee, its successors and assigns, shall not be liable for the assessments levied against such Unit which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee or

foreclosure sale purchaser.

H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior 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 prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement or if such statement is not furnished to the grantee within twenty (20) days from the request thereof. As used in this Paragraph, "grantor" shall include a decedent, and "grantee" shall include a legatee or intestate heir of said decedent.

ARTICLE 10

Easements

The Condominium Property hereby is made subject to the following easements and reservations of easements, each of which, unless otherwise expressly provided, shall be perpetual and non-exclusive, shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part hereof, and the respective heirs, devisees, administrators, executors, personal

representatives, successors and assigns of any of the foregoing persons.

A. Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the Buildings, or by reason of the partial or total destruction and rebuilding of the Buildings and/or part of the Condominium Property, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of unoccupied space within the Buildings and adjoining his or her Unit including, without limitation, mains, pipes, ducts or conduits, valid easements for the maintenance of said encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Buildings 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 Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

B. Porches. A valid, exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the porch adjoining the Unit; provided, however, that no Owner shall decorate, landscape, or adorn such porch in any manner contrary to such rules and regulations as may be established as hereinafter provided, unless he or she shall first obtain the written consent of the Board. In the event any such porch shall be appurtenant to more than one Unit, then all rights and obligations of the Owner of each

such Unit with respect to the use, maintenance, and repair of such porch shall be joint, common and indivisible.

C. Maintenance Easements. The Owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire Condominium Property or any part thereof. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antenna, 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 or her Unit.

D. Easements for Certain Utilities and Ingress and Egress to the Property. The Board may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements or easements for ingress and egress which benefit the Property; and each Owner and mortgagee hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner, or such mortgagee as the case may be, such instruments as may be necessary to effectuate the foregoing.

E. 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.

F. Easements for Future Parcels. Easements are hereby reserved in favor of Grantor

and its assigns (including all future Unit Owners) over and under each parcel for the benefit of Parcel 2, or any part thereof, jointly and severally, to:

(i) install, use, maintain, repair and replace pipes, wires, conduits, or other utility lines, water, storm and sanitary sewer, gas, electric, telephone and television lines and services and appurtenances thereto;

(ii) traverse by motor vehicle or otherwise over all common roadways as a means of ingress and egress to a dedicated road;

(iii) to establish the grade on each Parcel or any portion thereof with each other Parcel or any portion thereof and for necessary access over each Parcel to construct the Parcel Buildings and other improvements on each Parcel or any portion thereof.

G. Easements to Run with the Land. All easements and rights described herein and in the legal descriptions of the Condominium Property are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Grantor, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in the property or any part or portion thereof. Reference in the deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

H. Reference to Easements in Deed. Failure to refer specifically to any all of the easements and/or rights described in this Declaration in any deed of conveyance or in any

mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said right or easements but the same shall be deemed conveyed or encumbered along with the Unit.

ARTICLE 11

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as required by this Declaration and By-Laws as follows:

A. Purpose of Property. No part of the Property shall be used for other than housing and the common recreational purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. In accordance with and to the extent permitted by law, a one (1) bedroom Unit shall be occupied by not more than two (2) persons, a two (2) bedroom Unit shall be occupied by not more than four (4) persons, and a three (3) bedroom Unit shall be occupied by not more than six (6) persons.

B. Obstructions of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Association except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his or her own Unit.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

D. Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Association. Exterior of drapes or window coverings to be white or off white.

E. Pets. One dog, weighing not more than 25 pounds when full grown, or cat, weighing not more than 15 pounds when full grown may be kept in each Unit. Within 14 days after the date of the Purchase Agreement for the Unit, Purchasers of a Unit who plan to keep a dog or cat shall present a veterinarian's Certificate of the weight of the pet to be kept. The Condominium Association may from time to time, adopt rules and regulations governing the keeping of pets on the Condominium Property. Pets may not be tied outside the Unit or allowed to roam on the Condominium Property. Dogs must be walked on a leash and all droppings must be removed by the Unit Owner. Any pet causing a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon seven (7) days written notice from the Association. Except as expressly provided above, no other animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or Occupants.

G. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, or on to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Buildings except as is otherwise provided herein.

H. Lounging or Storage in Common Elements. Except in the areas specifically designated and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.

I. Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

J. Prohibited Activities and Signs. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation, 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 by any Owner on any part of the Property or in any Unit therein, except in accordance with the Rules therefor adopted by the Association. The right is reserved by Grantor or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the property as may be required to facilitate the sale of unsold Units.

K. Alterations of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

ARTICLE 12

Sales or Rental of Units

The Association shall have no right of first refusal with respect to the sale of a Unit. Any

Unit Owner may sell his or her Unit to any person he or she desires to sell to. No Unit shall be rented by the Unit Owner for rental periods of less than (1) year. Other than the foregoing, Unit Owners shall have the right to lease their respective Units provided that said lease is made subject to the covenants and restrictions in this Declaration and By-Laws and Rules and any Occupant shall be subject to all of said Regulations and Rules as though the Occupant were the Unit Owner. Nothing herein contained shall permit a Unit Owner to be relieved from any duties or responsibilities or obligations hereunder because his or her Unit is occupied by a third party.

ARTICLE 13

Insurance and Reconstruction

The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the Condominium Property except as hereinafter provided shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interest may appear. All of said policies shall provide for:

- (1) the issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any;
- (2) that the insurer waives its rights of subrogation against Unit Owners, Occupants, and the Association; and
- (3) that the improvements to Units made by Unit Owners shall not affect the valuation for the purposes of such insurance of the Buildings and all other improvements upon the land.

Such policies and copies of all endorsements shall be deposited with the Insurance Trustee (hereinafter provided for) who must first acknowledge that the policies and any proceeds thereof

will be held in accordance with the terms hereof. The Association agrees for the benefit of the Unit Owners and each Unit mortgagee that it shall pay the premiums for the casualty insurance hereinafter required to be carried by the Association at least thirty (30) days prior to the expiration date of such policy and such premiums shall be assessed as a Common Expense. Each policy shall further provide that coverage thereunder shall not be terminated for non-payment of premiums without at least ten (10) days written notice to each Unit mortgagee. Within ten (10) days after an insurable casualty, all Unit mortgagees shall receive notice of such casualty if the estimated claim shall exceed Ten Thousand Dollars (\$10,000.00).

B. Unit Owners' Insurance. Each Unit Owners may obtain insurance, at his or her own expense, affording coverage upon his or her personal property and for his or her personal liability and as may be required by law and may obtain casualty insurance, at his or her own expense upon any improvements to his or her Unit made by him or her in which he or she would have an insurable interest in excess of his or her interest in the casualty insurance policy purchased by the Association. Each insurance policy, however, shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such Insurance for the Association and shall contain the same waiver of subrogation as that referred to in subparagraph A(2) above.

C. Coverage. The Buildings and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof excluding excavation and foundations, as determined annually by the insurance company affording such coverage. Such coverage shall grant against the following:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

(2) Such other risks as determined from time to time to be customary shall be covered with respect to buildings similar in construction, location and use as the Buildings including, but not limited to, vandalism, wind storm, water damage, and malicious mischief. The policy providing such coverage shall provide that, notwithstanding any provision thereof which gives the carrier an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercised in case of the termination of the condominium as provided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Ohio Code.

The Association shall further insure itself, any managing agent, the Unit Owners and their respective families, agents, tenants, guests, and employees and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury, disease, illness, or death and for and injury to or destruction of property occurring upon, in, or about, or arising from or relating to the Common Areas and Facilities, including without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) for any combination of personal injury, disease, illness, or death suffered by any one person or damage to or destruction of property arising out of any one accident. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

D. Insurance Trustee-Distribution of Proceeds. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interest may appear and shall provide that all

proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, which is selected by the Association, and located in Mahoning County, Ohio, with trust powers, which will accept and assume the responsibility and provisions hereinafter set forth. Said Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for distribution in accordance with the terms and conditions hereinafter set forth for the benefit of the Association, Unit Owners and their respective mortgagees.

E. Responsibility for Reconstruction or Repair.

(1) Unit Owner's. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

(2) Association's. If any part of the Common Areas and Facilities shall be damaged by casualty, such damage portion shall be promptly reconstructed or repaired as hereinafter provided unless such damage renders one-half (1/2) or more of the Units untenable and the Unit Owners, by the vote of those entitled to exercise not less than seventy-five (75%) percent of the voting power, as well as the consent of seventy-five (75%) percent of the first mortgagees, based upon one (1) vote for each mortgage owned, elect not to reconstruct or repair such damaged part, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter. Any such reconstruction or repair shall be substantially

in accordance with Drawings. Further, in all other instances except as set forth in sub-paragraph E(1) above, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the aforementioned election is held and it is determined that the damage shall not be reconstructed or repaired, then all of the Condominium Property shall be subject to an action for sale as one entity. Said sale shall be negotiated and consummated by the Board with prior approval of seventy-five (75%) percent of the voting power of the Unit Owners and seventy-five (75%) percent of the first mortgagees, based upon one (1) vote for each mortgage owned. The net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to the respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released, or discharged.

F. Procedure for Reconstruction or Repair.

(1) Estimates of Cost. Immediately after a casualty damage to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, and except in emergency situations, the Association shall obtain firm contract bids from at least three (3) reliable contractors for the cost to place the damaged property in condition as good as that before the casualty. All bids may require the contractor to deposit with the Association, a performance and completion bond in the full amount of contract price which must be issued by a corporate surety company authorized to do business in the State of Ohio and satisfactory to the Association. In addition, the cost may be increased by the Association to

include professional fees and the Insurance Trustee's fees as the Board of Managers deems necessary.

(2) Special Assessments. If the proceeds of the insurance policies are not sufficient to defray the estimated cost of reconstruction and repair by the Association including the aforesaid fees, one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs and such assessments shall be deposited with the Insurance Trustee.

(3) Disbursement of Construction Fund. The Association shall then deposit with the Insurance Trustee the contract, bonds, and the proceeds of the casualty insurance collected and heretofore referred to and the sums deposited with the Insurance Trustee by the Association from collections of special assessments as aforescribed. Said money shall constitute a construction fund which shall be disbursed by the Insurance Trustee for the payment of the costs of reconstruction and repair of the areas and facilities for which the Association is responsible to reconstruct and repair, and said payment shall be made from time to time as work progresses, but not more frequently than once in any calendar month. The Trustee shall not accept for disbursement any sums less than an amount to pay in full the contract price for repair plus estimated fees. The Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request signed by the contractor, a responsible officer of the Association and by an architect, if any, in charge of the work, who shall be selected by the Association. If there is no architect in charge of the work, the contractor and two officers of the Association shall be required to execute this certificate. The certificate shall set forth the following:

(a) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, give a brief description of the services and materials and that the sum requested does not exceed the value of the service and materials described in the certificate;

(b) that except for the amounts stated in such certificate to be due as aforesaid and for work subsequently performed, there is not outstanding indebtedness known to the persons signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's, or similar lien arising from such work;

(c) that the cost as estimated by the persons signing the certificate of work remaining to be done after the date of the certificate does not exceed the amount of the construction fund remaining in the hand of the Insurance Trustee after payment of the sum requested; and

(d) the contractor shall also issue an "Affidavit of Original Contractor" in accordance with Chapter 1311 of the Ohio Revised Code with each certificate.

It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds, and if there be a balance in any construction fund after the payment of all of the costs of the reconstruction, repair, and fees for which the fund is established, such balance shall be disbursed to the Association. The Association shall then disburse said balance on a pro rata basis to the Unit Owners as follows: first, to reimburse Unit Owners for all or any portion of the monies contributed as a "Special Assessment" in accordance with subparagraph F(2) of this Article; the balance, if any, shall be distributed pro rata based upon beneficial ownership jointly to the Unit Owners and their respective mortgagees. The above procedure pertaining to disbursement of construction funds through an Insurance Trustee as herein described can be waived by unanimous agreement of the Board, provided the cost of construction and repair does not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Any other method

of disbursement must receive the approval of all Unit mortgagees.

(4) Certification to Proceed with Work. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon the request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(5) Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Managers his or her right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit.

(6) Encroachments. Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of any reconstruction or repair shall not constitute a claim for the basis of a proceeding or action by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction or repair was either substantially in accordance with the plans and specifications or as the Building was originally constructed. Such encroachment or encroachments shall be allowed to continue in existence for so long as the Buildings and/or Units stand.

ARTICLE 14

Removal of the Property from Provisions of Chapter 5311

With prior written approval of at least ninety (90%) percent of the first mortgagees (based on one vote for each mortgage owned), the Owners may, by affirmative vote of at least ninety (90%) percent of the total vote, at a meeting of Unit Owners duly called for such purpose, elect to remove the Property from the provision of Chapter 5311. Such action shall be binding upon

all Unit Owners, and it shall thereupon become the duty of every unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. No Unit Owner, however, shall receive any portion of this share of the proceeds until all liens and encumbrances on his or her Unit have been paid released or discharged.

ARTICLE 15

Remedies for Breach of Covenants

A. Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Association, or the Board of Managers, or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to the rights set forth in the next succeeding section:

(1) to enter any Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, or his or her Occupant any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and of the By-Laws, and Grantor, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any

manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Owner (either by his or her own conduct or by the conduct of any other Occupant of his or her Unit directly or as a tenant) shall violate any of the covenants or restrictions or provisions of the general law, the Condominium Act or of this Declaration or the By-Laws or the Regulations or Rules adopted by the Association, or the Board of Managers, and such violation shall continue for ten (10) days after notice in writing from the Association, or shall occur repeatedly during any ten (10) days period after written notice or oral request to cure such violation from the Association, or Board of Managers, or member thereof, and the mortgagee, if any, has been served with written notice of such violation, then the Association shall have the power, by action of a majority of its Board of Managers, to issue to the defaulting Owner a ten day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his or her 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. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him or her on the account of the breach of covenant, and ordering that all the rights, 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 re-acquiring his or her interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's

or commissioner's fees, court reporter charges, attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to the Condominium Act, this Declaration, the By-Laws and/or Rules of the Association, and the purchaser shall become a member of the Association in the place of the defaulting Owner.

ARTICLE 16

Additions to Condominium Property

Grantor hereby explicitly reserves the right and option to expand the Condominium from time to time in one or more phases by constructing certain residential structures (hereinbefore called "Parcel 2 Buildings"), as well as other improvements to service such Buildings and the Unit Owners, such as storm and sanitary sewers, water, electric, telephone, cable, and other utility lines, roadways, recreational areas and facilities. To this extent, there are no limitations or restrictions on the improvements which can or must be made on Parcel No.2. The Parcel 2 Buildings shall not contain more than forty (40) Units on Parcel 2, or a density of more than 4.47 Units per Acre on Parcel 2, said Buildings to be compatible in architectural style to the residential structures constructed on Parcel No.1 (hereinbefore called "Buildings") and shall be compatible in terms of the quality of construction and materials used in the Parcel 1 Buildings

provided, however, that said Buildings need not be identical to the Parcel 1 Buildings. Grantor further intends to submit all or some portion or portions of said Parcel No.2, together with the Parcel 2 Buildings, constructed thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners entirely or in an undetermined number of phases or parts to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property. Grantor hereby reserves the right at any time within a period of seven (7) years commencing on the date this Declaration is filed for record, which shall be renewable for an additional seven (7) year period at the option of Grantor, exercisable within six (6) months prior to the expiration of the seven (7) year period with the consent of the majority of Unit Owners other than Grantor, upon which the option to expand will expire, that Grantor determines to take the action so contemplated (a) to submit from time to time entirely or in an undetermined number of phases or parts of Parcel No.2, together with the Buildings and improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provision of this Declaration and Chapter 5311 of the Ohio Revised Code subject to the limitations stated above, and (b) to amend this Declaration, from time to time, in the manner provided in Chapter 5311 of the Ohio Revised Code, in such respects as Grantor may deem advisable and as required by Chapter 5311 in order to effectuate such submission or submissions, including without limiting the generality of the foregoing, the right to amend this Declaration so as (1) to include all or any part or parts of Parcel 2 and the Buildings and improvements thereon as part of the Condominium Property and to delineate the boundaries of any such part or parts of the Parcel

No.2 so included by metes and bounds description, and that there shall be no limitations as to the location of any such improvements and that they may be made on any part of the Additional Property added hereunder, (2) to include the descriptions of Parcel 2 Buildings in this Declaration and to add Drawings thereof, from time to time, to Exhibit "C" hereto, (3) to create Limited Common Areas and Facilities within any portion of the Additional Property as is set forth in this Declaration for Parcel 1 Buildings or Unit Owners or which shall be specifically set forth in the Drawings added to Exhibit "C" with any amendments describing the Additional Property, and (4) to provide that the Owners of Units in the Buildings will have an interest in the Common Areas and Facilities of Condominium Property and to amend Exhibit "D" to Article 6 hereof so as to establish the percentage of interest of ownership 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, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit exclusive of porches, garage, and basement at the date said amendment is filed for record bears to the then aggregate square footage of all the Units exclusive of porches, garage, and basement, within the Buildings on the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. There are no limitations of Grantor's right and options contained in this Article 16 nor is any Unit Owner's consent necessary for Grantor to exercise its options hereunder (except during the renewable additional seven [7] year period as stated above). Further, there are no circumstances that will terminate the Grantor's reserved options hereunder prior to the expiration of said seven (7) year period, which seven (7) year period is renewable for an additional seven (7) year period as stated above. The maximum interest subject to diminution of the Unit Owners

of Parcel No.1 shall be 12.698%. In no event shall any Unit Owner after submission of all contemplated parcels have a percentage interest of less than one (1%) percent. Grantor 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 reserves unto itself, and each Unit Owner and his or her mortgagee, by acceptance of deed conveying such Ownership Interest or a mortgagee, encumbering such Ownership Interest as the case may be, and each mortgagee consenting to the Declaration thereby and hereby covenants to, approves, and acknowledges such reservation as set forth in the provisions of this Article 16, including, without limiting the generality of the foregoing, the amendment or amendments of this Declaration by Grantor in the manner provided herein, and all such mortgagees, Unit Owners and their respective mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate said provisions. No Non-residential Units may be added to the condominium.

In the event the Grantor does not add the Additional Property or portions thereof to the Condominium Property as provided in this Declaration, the Grantor retains the right to construct improvements on the Additional Property as may be allowed by the appropriate governmental authorities.

ARTICLE 17

Amendment of Declaration

Each Unit Owner and his or her respective mortgagee by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, and/or mortgagee consenting to this Declaration, hereby irrevocably appoints, Grantor his or

her Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the rights reserved in Article 16 hereof to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments to this Declaration for the purpose and for and in the name of such respective mortgagee or mortgagee consenting to this Declaration, a consent to such amendment or amendments. This Declaration may be amended effective upon the filing for record with the County Recorder 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 the number of Unit Owners having such aggregate interest in the Common Areas and Facilities as may be required by Chapter 5311 of the Ohio Revised Code or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article 16 hereof, by duly authorized officers of Grantor acting as Attorney-in-Fact for the Unit Owners and their mortgagees as above provided. All such amendments must be executed with the same formalities as this instrument and 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 or a duly authorized officer of Grantor, as the case may be, that a copy of the amendment has been mailed by certified mail to all Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownership. Except as hereinabove provided with respect to amendments for the purposes of making additions to the Condominium Property as provided in Article 16 hereof, no amendments shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor

and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

ARTICLE 18

Condemnation

A. Entire Taking. In the event all of the Common Areas and Facilities are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly and proportioned to each Unit Owner's respective percent of interest in the Common Areas and Facilities.

B. Partial Taking. In the event of a partial taking of the Common Areas and Facilities, this condominium shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authorities is excluded from this Declaration. The Unit Owner's share in the Common Areas and Facilities remaining of the condominium shall be in proportion to their respective prior interest in the condominium. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damage to their respective Unit and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Areas and Facilities and/or damage to the residual of the Common Areas and Facilities shall be paid to the Association and

distributed to individual Unit Owners and their mortgagees jointly as determined by three (3) reputable real estate appraisers (who shall be members of the Master Appraisers Institute or the Society of Real Estate Appraisers), two (2) of whom shall be appointed by the Board and the third (3rd) of whom shall be appointed by the first two appraisers. The appraisers shall render written instructions to the Board allocating the total award to the Units in such proportion as they, in their sole discretion, determine to be the damages caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE 19

Miscellaneous Provisions

A. Grantor's Rights Pending Sale of Units. Until such time as Grantor is required to call the first meeting of the Unit Owners in accordance with Article I, Section 5(a) of the By-Laws, and members of the Board of Managers are elected containing members other than Grantor or its agents, the Grantor may exercise the powers, rights, duties and functions of the Association and the Board of Managers including, without limitation, the power to determine the amount of and to levy special assessments and assessments for Common Expenses.

Except for the election of members to the Board of Managers by Unit Owners other than Grantor as provided for in Article II, Section 3 of the By-Laws, Grantor retains the right to appoint and remove the remaining members of the Board of Managers and other officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or the Declaration to the Association, the Board of Managers or other officers which rights shall extend until the earlier of the following:

(1) Five years from the date of the recording of the Articles of Incorporation of the Association; or

(2) Thirty (30) days after the sale and conveyance of condominium Ownership Interests to which appertain seventy-five (75%) percent of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value. When computing percentages of Interest for purposes of the determination, the percentage of interest in the Common Areas and Facilities shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created, as stated in the Declaration pursuant to Division (C)(8) of Section 5311.05 of the Ohio Revised Code.

B. Copies of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

C. Service of Notice on Board and Service of Process. Notices required to be given to the Board of Managers or the Association may be delivered to any member of the Board of Managers, or officer of the Association, either personally or by mail addressed to such member or officer at his Unit. The President of the Association shall be the person authorized to receive service of process for the Unit Owner's Association, which service of process shall be served at this Unit. Until such time that a President is elected, service of process may be made upon Ann Marie Profanchik c/o 5684 Bay Hill Drive, Canfield, Ohio 44406.

D. Service of Notices on Devisee's and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

E. Covenants to Run with Land. Each grantee of the Grantor, by the acceptance of

a deed of conveyance, or each purchaser under contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Condominium Act, this Declaration, the By-Laws, all conditions, restrictions and easements of record, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

F. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and/or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Waiver of Damages. Except as may be guaranteed or warranted by Grantor, neither Grantor nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to the Condominium Act, this Declaration and/or the By-Laws, or in Grantor's (or its representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (1) shall be asserted by any Owner, Occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to a person or persons or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu.

Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect or any Owner, Occupant, the Association, and their respective agents and employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function or disrepair or any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

H. Amendments to Declaration. The provisions of Article 5, Article 6, (except as provided in Article 16), Paragraph A of Article 7, Article 16, Article 17, Article 18, and Paragraph G and H of this Article 19 of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association, all of the Owners and all mortgagees having bona fide liens of record against any unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association from the Owners having at least seventy-five (75%) percent of the total vote and seventy-five (75%) percent of the first mortgagees. The change, modification or rescission shall be effective upon the filing of such instrument in the office of the County Recorder, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of Ohio Revised Code Chapter 5311.

I. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in

any manner the validity, enforceability or effect of the rest of this Declaration and/or By-Laws.

J. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration and/or By-laws shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restriction restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the date of the survivor of the now living descendants of Edward Kennedy, United States Senator from Massachusetts and William Clinton, President of the United States of America.

K. Termination of Rights. In the event of and upon the removal of the Condominium Property from the provisions of the Condominium Act, all easements, covenants and other rights, benefits and privileges, imposition and obligations declared herein to run with the land and/or any Unit shall terminate and be of no further force or effect.

L. Ownership of Units by Grantor. So long as Grantor owns one or more of the Units established and described herein, Grantor shall be subject to the provisions of the Condominium Act, this Declaration and the By-Laws; and Grantor covenants to take no action which would adversely affect the right of the Association with respect to assurances against latent defects in the Condominium Property or other right assigned to the Association by reason of the establishment of the condominium. Grantor shall assume its rights and obligations as a Unit Owner in its capacity as an Owner of condominium Ownership interests and shall be obligated to pay Common Expenses attached to such Units from the date this Declaration is filed for record.

M. Headings. The heading to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in now way define, limit or describe the scope

or intent of this Declaration nor in any way affect this Declaration.

N. Interchangeability of Terms. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine.

O. Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium.

P. Down Payments. Any deposit or down payment made in connection with a sale by Grantor of a Unit will be held in trust or escrow until delivered at the settlement, or returned to or otherwise credited to the purchaser, or forfeited to the Grantor pursuant to the sales contract. If a deposit or down payment of Two Thousand dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four (4%) percent per annum for any period exceeding ninety (90) days 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 Grantor.

Ohio law provides that deposits and down payments held in trust or escrow in accordance with Ohio Revised Code 5311.25(A) shall not be subject to attachment by creditors of the Grantor or a purchaser.

Q. Management Contracts. Neither the Association nor the Unit Owners will be subject to any management contract or agreement for more than one (1) year following the assumption of control by Unit Owners other than Grantor in accordance with Section 5311.08 of the Ohio Revised Code.

IN WITNESS WHEREOF, APCO CONSTRUCTION, INC., an Ohio corporation, by its

officer thereunto duly authorized, has caused this instrument to be executed this 29th day of

May, 1998.

Signed and acknowledged
in the presence of:

APCO Construction, Inc.,
an Ohio corporation

Joann A. Ross

Joann A. Ross

Print Name

By: Ann Marie Profanchik
Ann Marie Profanchik,
President

Diane R. Zlobert

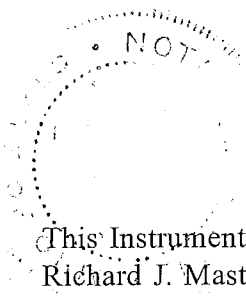
DIANE R. ZLOBERT

Print Name

STATE OF OHIO)
) SS:
COUNTY OF MAHONING)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation and of herself as such officer and as an individual.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman, Ohio, this 29th day of May, 1998.



Joann A. Ross
Notary Public
Notary Public, State of Ohio
My Commission Expires June 28, 1999

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

EXHIBIT B
BY-LAWS
OF
WALNUT GROVE CONDOMINIUM

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

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BY-LAWS OF WALNUT GROVE CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.

The within By-Laws are executed and incorporated by reference in the Declaration of Walnut Grove Condominium, pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future Owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The mere acquisition or rental of any of the units (hereinafter referred to as "Units") located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I
THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Walnut Grove Condominium Unit Owners Association, Inc. in accordance with Article 7 of the Declaration.

Section 2. Membership. Each Unit owner upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association.

Section 3. Voting Rights. There shall be one voting member for each Unit ownership. Such voting member may be the owner or the group composed of all the owners of a Unit membership. The total number of votes of all voting members shall be one hundred (100) and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common areas and facilities applicable to his or her or their Unit ownership as set forth in the Declaration.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or her or their behalf shall be made in writing to the Secretary of the Association and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such

meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place as may be designated by the President and specified in the notice of such meeting at 8:00 P.M., or at such other time as may be designated by the President and the first annual meeting of the Association to be attended by members other than the Grantor shall be held no later than thirty (30) days after the time that Unit ownership interests to which twenty-five (25%) percent of the undivided interests in the common areas and facilities have been sold and conveyed by Grantor; provided however, that the percentage interest shall be computed by comparing the number of Unit Ownership interests sold and conveyed to the maximum number of Unit Ownership interests that may be created in accordance with Article 16 of the Declaration. Thereafter, the annual meeting of members of the Association shall be held on the second Tuesday of January in each succeeding year thereafter, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

(b) Special Meeting. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least twenty-five (25%) percent of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 P.M. and shall be held at the office of the Association or at such other place and time as shall be specified in the notice of meeting.

(c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

(d) Quorum: Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser

percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Managers.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

Section 7. Actions Without a Meeting. All actions which may be taken at a meeting of the Association, except an action for the removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by the members of the Association having the percentage of voting power required to take such action if the same were taken for a meeting. Such writing or writings shall be filed with the Secretary of the Association.

ARTICLE II BOARD OF MANAGERS

Section 1. Number and Qualifications. The Board of Managers shall consist of not less than three (3) nor more than five (5) persons all of which must be members of the Association.

Section 2. Election of Managers; Vacancies. The Managers shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Managers. At a meeting of members of the Association at which Managers are to be elected, only persons nominated as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each Manager shall hold office until the next annual meeting of the members of the Association and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Manager may specify. Members of the Board of Managers shall serve without compensation. At the first annual meeting of the members of

the Association, the term of office of the majority of the Managers shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining Managers shall be fixed so that such term will expire at the date of the second following annual meeting of members of the Association. At the expiration of such initial term of office of each respective Manager, his or her successor shall be elected to serve for a term of two (2) years. Notwithstanding the above, at the first meeting of the members where members other than Grantor are present and twenty-five (25%) percent of the undivided interest in the common areas and facilities is sold and conveyed by Grantor (Computed as set forth in Article I, Section 5(a) hereof) the Unit owners, other than Grantor, shall elect twenty-five (25%) percent of the members of the Board of Managers; at such time as condominium ownership interests to which fifty (50%) percent of the undivided interests in the common areas and facilities has been sold and conveyed by Grantor (Computed as set forth in Article I, Section 5(a) hereof), the Unit owners, other than Grantor, shall elect thirty-three and one-third (33 1/3%) percent of the members of the Board of Managers. Within thirty (30) days after the expiration of Grantor's control as set forth in Article 19.A. of the Declaration, the Unit owners, other than Grantor, shall elect all of the members of the Board of Managers.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Managers and those Managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

Section 6. Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by a Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may do the following:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.
- (b) Make contracts.
- (c) Effect insurance.
- (d) Borrow money, and issue, sell, and pledge notes, bonds and other evidence of indebtedness of the Association.
- (e) Levy assessments against Unit Owners.
- (f) Employ a managing agent to perform such duties and services as the Board may authorize.
- (g) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
- (h) Do all things permitted by law and exercise all power and authority within the purposes stated in these By-Laws or the Declaration or incidental thereto.
- (i) It shall be the duty of the Board to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or any special meeting, when such statement is requested in writing by one-fourth (1/4) of the voting power of the members who are entitled to vote.

Section 9. Removal of Managers. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers may be removed with or without cause by the vote of members entitled to exercise at least seventy-five (75%) percent of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE III
OFFICERS

Section 1. Election and Designation of Officers. The Board of Managers shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Managers but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

Section 3. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He or she may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Managers, shall give notices of meetings of the members of the Association and the Board of Managers, as required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers. He or she shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.

Section 8. Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV
GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the owners, shall acquire, and shall pay all common expenses, including, without limitation, the following:

(a) Utility Service for Common Areas and Facilities. Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common areas and facilities;

(b) Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of such insurance shall be reviewed annually;

(c) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the owners against any liability to the public or to the owners (of Units and of the common areas and facilities, and their invitees, or tenants), incident to the ownership and/or use of the common areas and facilities and Units, as provided in the Declaration, the limits of such insurance shall be reviewed annually;

(d) Workmen's Compensation. Workmen's Compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the service of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance of or operation of the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the common areas and facilities (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair), the operation of recreational facilities, if any, and such furnishing and equipment for the common areas and facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common areas and facilities;

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these By-Laws;

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property

or against the common areas and facilities, rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the common areas and facilities, or any other portion of a Building, and the owner or owners of said Unit have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy a special assessment against such Unit owner for the costs of said maintenance or repair.

(j) Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance, extermination or construction for which the Association is responsible. It may likewise enter any balcony for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association from insurance proceeds, or, in the event that the damage is not covered by insurance, the damage shall be repaired by the Association at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each Unit and no locks or the devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, without the consent of the Association. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the management agent or his or her representative or any other person designated by the Board of Managers may enter the Unit immediately, whether the owner is present or not;

(k) Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the common areas and facilities requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association;

(l) Miscellaneous. The Association shall pay such other costs and expenses designated as "common expenses" in the Declaration and in these By-Laws.

Section 2. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules

and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 4. Delegations of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 5. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the condominium form of ownership, and the Articles or By-Laws of the Association shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such inconsistencies.

ARTICLE V DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligations of Owners to Pay Assessments. It shall be the duty of every Unit owner to pay his or her proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his or her percentage of ownership in the common areas and facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year,

each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six (6) months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary, for the balance of year, which additional amount of cash requirements shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than (10) days after the delivery or mailing of such notice of further assessments. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. When the first Board of Managers elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article V.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on an owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten (10) days' notice to the Board of Managers and payment of a reasonable fee, any Unit owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Section 7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in proportion to each owner's percentage ownership in the common areas and facilities as provided in the Declaration.

Section 8. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant and the cost thereof shall be paid as a common expense. In addition, and at any time requested by the owners of ten (10) or more Units the Board of Managers shall cause an additional audit to be made.

Section 9. Remedies for Failure to Pay Assessments. If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit ownership of the owner involved when payable and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other Unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be given written notice of such failure to pay such assessment.

ARTICLE VI

INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Each Board member and officer of the Association, and each former Board member and former officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of his or her being or having been such Board member or officer of the Association (whether or not he or she is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his or her duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his or her being or having been a Board member or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the costs of settlement) reasonably incurred by him or her in connection with such action, suit or proceeding (whether or not he or she is a Board member or officer at the time of

incurring such costs and expenses), if (a) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or herself or was not negligent in the performance of his or her duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board member and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (b) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten (10%) percent or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as matter of law or under the Declaration, any vote of Association members or any agreement.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers by the holder of any duly recorded mortgage or trust deed against any Unit ownership, the Board of Managers shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or owners whose Unit ownership is subject to such mortgage or trust deed.

Section 2. Service of Notices on the Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at his or her Unit.

Section 3. Service of Notice on Devisees and Personal Representatives. Notices required to be given any devisees or personal representatives of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws

shall be deemed to be binding on all Unit owners, their successors and assigns.

Section 6. Notice of Mortgages. Any owner who mortgages his or her Unit shall notify the Association in such manner as the Association may direct of the name and address of his or her mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Edward Kennedy, Senator from Massachusetts or William Clinton, President of the United States of America.

Section 9. Definitions. The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 10. Amendments of By-Laws. These By-Laws may be amended or modified at any time or from time to time, by action or approval of the owners exercising seventy-five (75%) percent or more of the voting power.

Section 11. Governing Law. These By-Laws shall be construed and enforced under the laws of the State of Ohio.

IN WITNESS WHEREOF, APCO Construction, Inc., an Ohio corporation by Ann Marie Profanchik, its President, the Grantor, has executed these By-Laws this 29th day of May, 1998.

WITNESS:

APCO Construction, Inc.
an Ohio corporation

Joann A. Ross
Joann A. Ross
Print Name

By Ann Marie Profanchik
Ann Marie Profanchik, President

Diane R. Zibert
DIANE R. ZIBERT
Print Name

STATE OF OHIO)
) SS:
COUNTY OF MAHONING)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did examine, read and sign the foregoing instrument and that the same is the free act and deed of such corporation and the free act and deed of herself as such officer and as an individual.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at BOARDMAN, Ohio this 29th day of May, 1998.



Joann A. Ross
Notary Public
JOANN A. ROSS
Notary Public, State of Ohio
My Commission Expires June 23, 1999

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

This will certify that copies of this Amendment, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor of Mahoning County, Ohio on 10-30-98, 1998.

By: *George J. Tablack*
DEPUTY AUDITOR

THIS INSTRUMENT PREPARED BY:
RICHARD J. MASTRIANA, ESQ.
860 Boardman-Canfield Road
Suite 204
Boardman, Ohio 44512
Phone: (330) 726-8300

This Conveyance has Complied with Section 319.204

Fee \$ _____ Receipt # 9999

Permissive Tax _____

Exempt _____ Date 10/30/98

By *George J. Tablack* Deputy
GEORGE J. TABLACK, COUNTY AUDITOR

9800043116
Filed for Record in
MAHONING COUNTY, OHIO
BRUCE E PAPALIA
On 10-30-1998 At 11:33 am.
AM CONDO 80.00
Book OR Vol. 3902 Pg. 53 - 70

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in Deed Volume 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation, hereinafter referred to as "Grantor"; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the unit owners named in Exhibit "A" are hereinafter referred to as "Parcel No.1 Unit Owners", and the mortgagees named in Exhibit "A" of said Parcel No.1 Unit Owners are hereinafter referred to as the "Parcel No.1 Mortgagees"; and

WHEREAS, Grantor is, pursuant to Article 17 of said Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No.1 Unit Owners and Parcel No.1 Mortgagees, for the purpose of executing, acknowledging, and recording (i) for and in the name of each such Parcel No.1 Unit Owner, such amendments to the Declaration as are contemplated by Article 16 thereof, and (ii) for and in the name of each such Parcel No.1 Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 16 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit a portion of Parcel No.2, as described and defined in Exhibit "A(2)" of said Declaration, together with the improvements thereon constructed as described in Exhibit "B(1)" attached hereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, the remaining portion of Parcel 2 (as originally described in Exhibit "A(2)" of said Declaration) is also intended for use as future sites of improvements to be submitted to the provisions of the Declaration and of Chapter 5311 of Ohio Revised Code, and is described in Exhibit "B(2)" attached hereto and made a part hereof.

NOW, THEREFORE, Grantor hereby declares:

1. All terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in said Declaration:

2. Grantor is the owner of that portion of Parcel No.2 described on Exhibit "B(1)" which together with all buildings and other improvements located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property;

3. The Declaration is hereby amended in accordance with the provisions of Articles 16 and 17 thereof, in the following respects:

(a) Article 4 of the Declaration is hereby deleted and the following is hereby substituted in lieu thereof:

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and a portion of Parcel No.2 as described in Exhibit "B(1)" and the Buildings and other improvements located thereon, including, without limitation, seven (7) one story residential structures containing a total of fourteen (14) Units, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 and a portion of Parcel No.2, are constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604 square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

(b) The Drawings, attached as Exhibit "C" to the Declaration and filed in Plat Volume 95, Pages 125-128, and referred to in Article 1, B.(xiv) thereof, are hereby amended by adding thereto and making a part hereof, the Drawings (hereinafter referred to as "First Amendment Drawings") prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to that portion of Parcel No.2 described on Exhibit B(1) hereto, and the Buildings and other improvements located thereon, which First Amendment Drawings are identified as Exhibit "C" and attached to this First Amendment.

(c) Article 6, B of the Declaration relating only to each Unit's respective percentage of interest in the Common Elements as set forth in Exhibit "D" of the Declaration is hereby deleted and Exhibit "D" attached hereto is substituted in lieu thereof.

Each Unit's percentage of interest in the Common Elements has been determined by Grantor in accordance with the Condominium Act based on the proportion of the square footage of each Unit, excluding garages and porches, as such Unit bears to the aggregate square footage of all Units, excluding garages, porches, and basements, as of the date this First Amendment was filed for record.

4. Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect.

5. Consent to this First Amendment to the Declaration of Condominium Ownership on behalf of the Parcel No.1 Unit Owners and on behalf of the Parcel No.1 Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Article 17 of the Declaration.

IN WITNESS WHEREOF, the Grantor, APCO Construction, Inc., an Ohio Corporation, by its president, Ann Marie Profanchik, thereunto duly authorized, has executed this First Amendment this 16th day of October, 1998.

Signed and acknowledged in the presence of:

APCO Construction, Inc.

Amy J. Sandrock
Amy J. Sandrock
Print Name

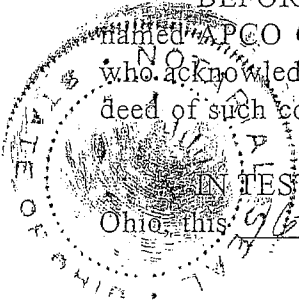
By Ann Marie Profanchik
ANN MARIE PROFANCHIK, President

Joann A. Ross
JOANN A. ROSS
Print Name

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation, and the free act and deed of herself as its duly authorized officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman, Ohio, this 16th day of October, 1998.



Joann A. Ross
Notary Public
JOANN A. ROSS
Notary Public, State of Ohio
My Commission Expires June 28, 1999

PARCEL NO.1
UNIT OWNERS & MORTGAGEES

PARCEL NO. 1
UNIT OWNERS

APCO Construction, Inc.
7871A Walnut Street
Youngstown, Ohio 44512

Stephen Dubos
7871B Walnut Street
Youngstown, Ohio 44512

APCO Construction, Inc.
7873A Walnut Street
Youngstown, Ohio 44512

Beverly Snyder
7873B Walnut Street
Youngstown, Ohio 44512

Paul J. Vallas
7875A Walnut Street
Youngstown, Ohio 44512

Donald & Kathleen Weingart
7875B Walnut Street
Youngstown, Ohio 44512

Frank & Betty Percic
7876A Walnut Street
Youngstown, Ohio 44512

APCO Construction, Inc.
7876B Walnut Street
Youngstown, Ohio 44512

PARCEL NO. 1
MORTGAGEES

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

No Mortgagee

No Mortgagee

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

No Mortgagee

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

EXHIBIT "A"

PORTION OF PARCEL NO. 2 SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

LEGAL DESCRIPTION OF PHASE 2

Situated in the Township of Boardman, County of Mahoning, State of Ohio;
 Being two non-contiguous parcels of land and known as a part of Section 25 of the Fourth
 Division of the original subdivision of said township and being more fully bounded and
 described as follows:

Parcel "A" is located east of and contiguous to Walnut Grove Condominiums Phase 1, and
 Parcel "B" is located west of and contiguous to Walnut Grove Condominiums Phase 1;

Parcel "A"

BEGINNING at an iron pin found at the northwesterly corner of the Auburn Hills Plat No. 6,
 as found in Volume 96 at Page 15 of the Mahoning County Record of Plats;
 THENCE along said plat, South 03 degrees 29 minutes 41 seconds West a distance of 160.00
 feet to an iron pin found on the northerly right of way line of Walnut Street;
 THENCE along said Walnut Street, North 86 degrees 30 minutes 19 seconds West a distance of
 90.00 feet to a point on the easterly line of said Walnut Grove Condominiums Phase 1;
 THENCE along said Phase 1, North 03 degrees 29 minutes 41 seconds East a distance of
 160.00 feet to a point on the southerly line of the Quail Hollow Plat No. 8 as found in
 Volume 87 at Page 112 of the Mahoning County Record of Plats;
 THENCE along said plat, South 86 degrees 30 minutes 19 seconds East a distance of 90.00
 feet to the POINT OF BEGINNING, and containing within said bounds 0.331 acres of land.

Parcel "B"

COMMENCING at an iron pin found at the northwesterly corner of the Auburn Hills Plat No. 6,
 as found in Volume 96 at Page 15 of the Mahoning County Record of Plats;
 THENCE along the Quail Hollow Plat No. 8 as found in Volume 87 at Page 112 of the Mahoning
 County Record of Plats, North 86 degrees 30 minutes 19 seconds West a distance of 416.00
 feet to the true POINT OF BEGINNING;
 THENCE South 03 degrees 29 minutes 41 seconds West a distance of 220.67 feet to a point;
 THENCE North 86 degrees 30 minutes 19 seconds West a distance of 97.06 feet to a point;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 61.52 feet to a point;
 THENCE North 86 degrees 30 minutes 19 seconds West a distance of 142.46 feet to a point on
 the easterly line of Boardman Township Park;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 159.14 feet to a point on
 the extension of the southerly line of said Quail Hollow Plat;
 THENCE South 86 degrees 30 minutes 19 seconds East a distance of 239.52 feet to a the
 POINT OF BEGINNING, and containing within said bounds 1.012 acres of land.

EXHIBIT "B(1)"

PORTION OF PARCEL NO. 2 NOT SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

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

Known as being a part of Section 25 of the Fourth Division of the original subdivision of said township and being more fully bounded and described as follows:
BEGINNING at an iron pin found at the northwesterly corner of Lot No. 85 of the Auburn Hills Plat No. 5, as found in Volume 92 at Page 169 of the Mahoning County Record of Plats;
THENCE by the next three courses along said plat, South 03 degrees 15 minutes 37 seconds West a distance of 197.12 feet to an iron pin found;
THENCE South 13 degrees 15 minutes 10 seconds West a distance of 195.15 feet to an iron pin found;
THENCE South 03 degrees 15 minutes 37 seconds West a distance of 94.00 feet to an iron pin found on the northerly line of the Woodland Allotment as found in Volume 13 at Page 45 of the Mahoning County Record of Plats;
THENCE by the next two courses along said plat, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to an iron pin found;
THENCE North 86 degrees 08 minutes 37 seconds West a distance of 311.50 feet to an iron pin found on the easterly line of Boardman Township Park;
THENCE along said line, North 03 degrees 29 minutes 41 seconds East a distance of 533.66 feet to a point on the southerly line of Walnut Grove Condominiums Phase 2;
THENCE by the next four courses along said Phase 2, South 86 degrees 30 minutes 19 seconds East a distance of 142.46 feet to a point;
THENCE South 03 degrees 29 minutes 41 seconds West a distance of 61.52 feet to a point;
THENCE South 86 degrees 30 minutes 19 seconds East a distance of 97.06 feet to a point;
THENCE North 03 degrees 29 minutes 41 seconds East a distance of 69.67 feet to a point at the southwest corner of Walnut Grove Condominiums Phase 1;
THENCE by the next eight courses along said Phase 1, South 86 degrees 30 minutes 19 seconds East a distance of 67.00 feet to a point;
THENCE South 70 degrees 29 minutes 31 seconds East a distance of 44.00 feet to a point;
THENCE South 21 degrees 38 minutes 34 seconds West a distance of 69.00 feet to a point;
THENCE South 68 degrees 21 minutes 26 seconds East a distance of 95.00 feet to a point;
THENCE North 21 degrees 38 minutes 34 seconds East a distance of 73.00 feet to a point;
THENCE South 56 degrees 25 minutes 21 seconds East a distance of 58.00 feet to a point;
THENCE South 86 degrees 30 minutes 19 seconds East a distance of 75.00 feet to a point;
THENCE North 03 degrees 29 minutes 41 seconds East a distance of 8.00 feet to a point on the southerly right of way line of Walnut Street;
THENCE along said Walnut Street South 86 degrees 30 minutes 19 seconds East a distance of 104.06 feet to the POINT OF BEGINNING, and containing within said bounds 7.497 acres of land.

EXHIBIT "B(2)"

EXHIBIT "C"

To First Amendment to Declaration of Condominium Ownership
for Walnut Grove Condominium

REFERENCE TO DRAWINGS

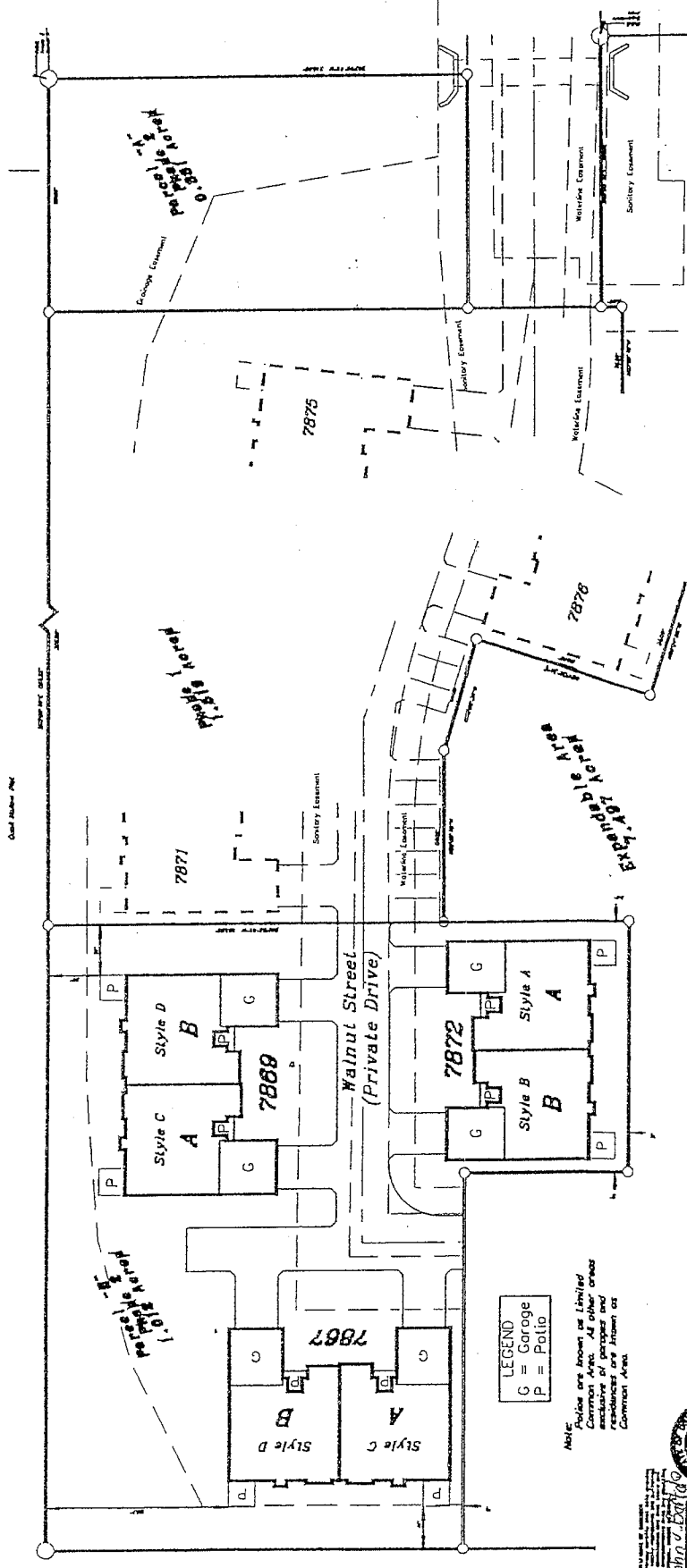
The drawings attached hereto are reduced and are furnished for ease of reference.

The particulars of the land, buildings and other improvements, including but not limited to, the layout, location, designation, dimension of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of First Amendment Drawings incorporated in the First Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium, by reference as Exhibit "C", prepared and bearing the certified statements of John Bartolo, Registered Engineer No. 43143, 837 Boardman-Canfield Road, Youngstown, Ohio 44512, Byron Harnishfeger, Registered Surveyor No. 7401, 837 Boardman-Canfield Road, Youngstown, Ohio 44512, and David S. Kiraly, Registered Architect No. 7052, 6715 Tippecanoe Road, Canfield, Ohio 44406 as required by the Condominium Act of the State of Ohio.

Such set of First Amendment Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Mahoning County, Ohio simultaneously with the recording of the First Amendment to the Declaration.

Walnut Grove Condominiums Phase 2
 Exhibit "C"
 John J. Bartolo, PE/PS, Inc.
 537 Boardman Court Road, Suite 206
 Raleigh, NC 27604 Phone: (919) 875-1555 Fax: (919) 875-2929

Scale: 1" = 20'
Checked: BWS
Drawn: JLB
Date: 10/25/98
Job No.: 98-003

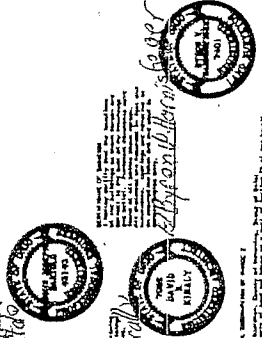


LEGEND
 G = Garage
 P = Patio

NOTE:
 Profiles are shown at Limited Common Area. All other areas exclusive of garages and patios are shown at Common Area.

1. The Condominiums are to be constructed in accordance with the plans and specifications attached hereto and shall be subject to the provisions of the Condominium Act, Chapter 40B, Article 1, of the General Statutes of the State of North Carolina, and to the provisions of the Condominium Act, Chapter 40B, Article 1, of the General Statutes of the State of North Carolina, and to the provisions of the Condominium Act, Chapter 40B, Article 1, of the General Statutes of the State of North Carolina.

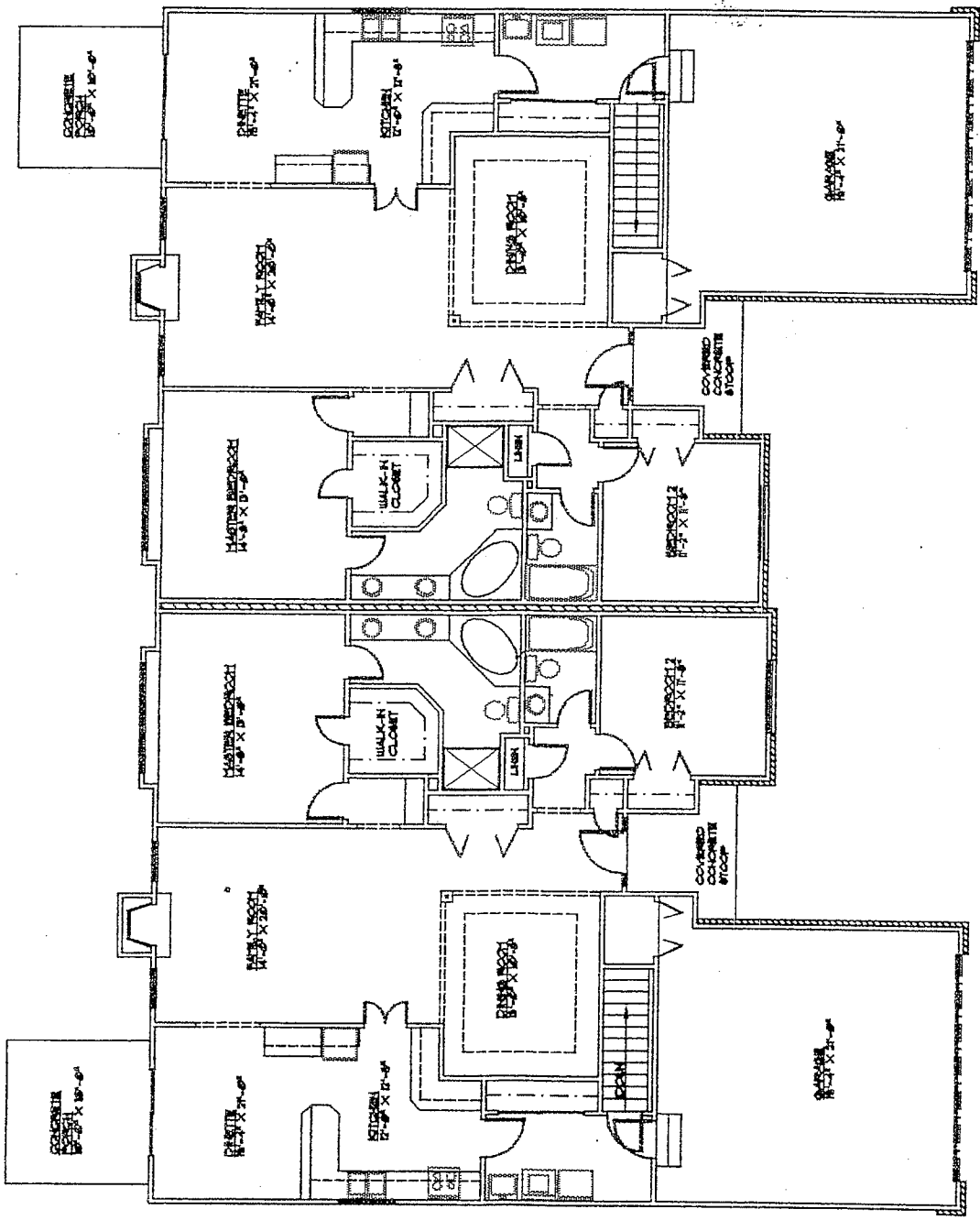
5/ John J. Bartolo
 5/ David S. Bartolo
 Elizabeth Bartolo
 David S. Bartolo



2. The Condominiums shall be constructed in accordance with the plans and specifications attached hereto and shall be subject to the provisions of the Condominium Act, Chapter 40B, Article 1, of the General Statutes of the State of North Carolina, and to the provisions of the Condominium Act, Chapter 40B, Article 1, of the General Statutes of the State of North Carolina, and to the provisions of the Condominium Act, Chapter 40B, Article 1, of the General Statutes of the State of North Carolina.

BUILDING ADDRESS:
 1867B, 1869B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE D - HAS BASEMENT
 1604 SQ. FT.

BUILDING ADDRESS:
 1867A, 1869A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE C - HAS BASEMENT
 1604 SQ. FT.

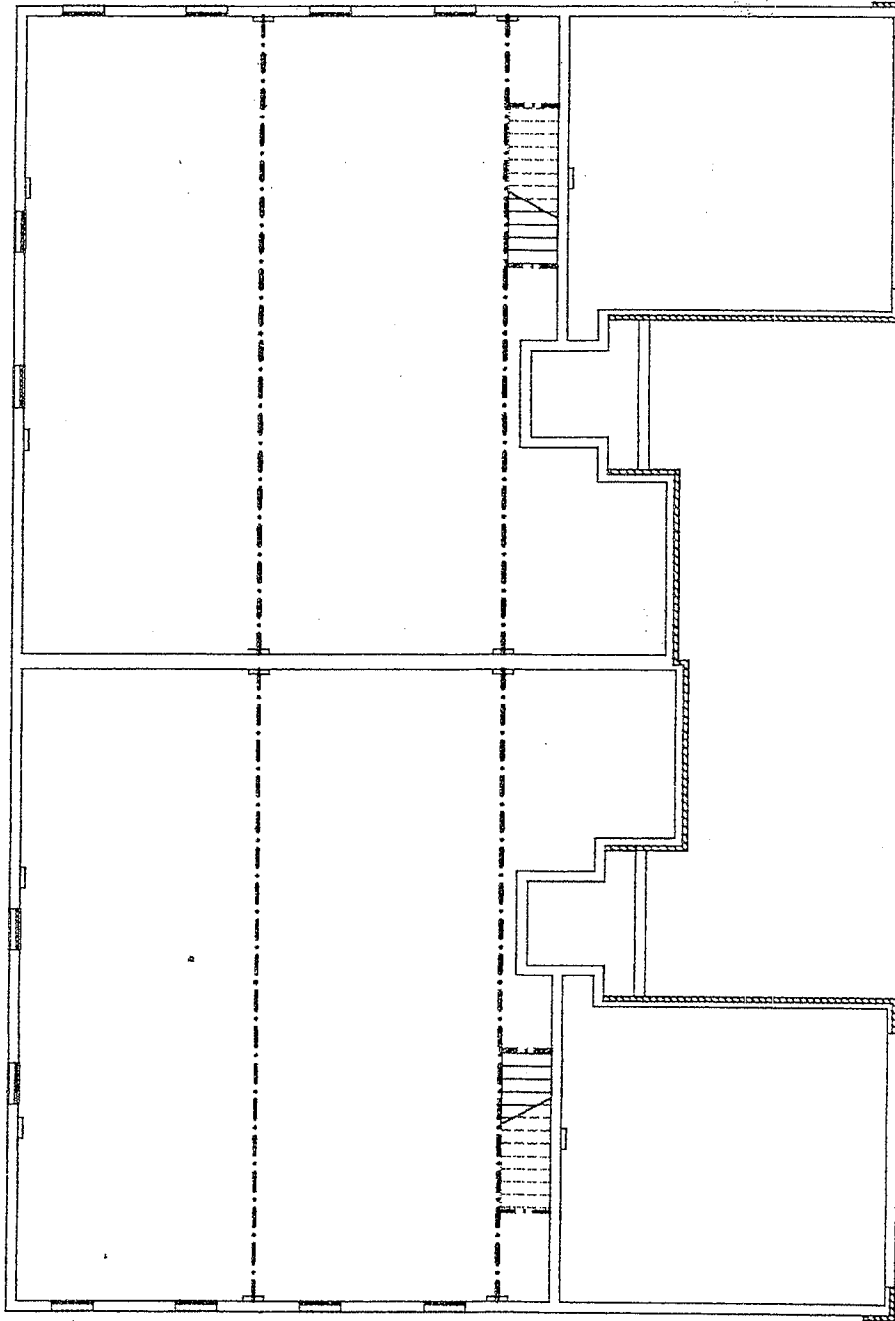


PROJECT NO. _____
 SHEET NO. _____
 FLOOR PLAN
 CONTRACTOR _____
 ARCHITECT _____
 DATE _____
 SCALE 1/4" = 1'-0"

PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION



SHEET TITLE
 DAVID S. KIRALY
 ARCHITECT, INC.
 119 TITTECAWAVE ROAD, BUILDING B, SUITE 103
 CLEVELAND, OHIO
 (216) 885-1071



BASEMENT PLAN
1/4" = 1'-0"

BUILDING ADDRESS :
1867B, 1869B WALNUT ST.
BOARDMAN TOWNSHIP, OHIO
STYLE D - HAS BASEMENT
1804 SQ. FT.

BUILDING ADDRESS :
1867A, 1869A WALNUT ST.
BOARDMAN TOWNSHIP, OHIO
STYLE C - HAS BASEMENT
1804 SQ. FT.

DAVID S. KIRALY
ARCHITECT, INC.
4170 TITICACA ROAD, BUILDING B, SUITE 103
CAMPBELL, OHIO
(216) 835-1212



PROPOSED DUPLEX
CONDOMINIUMS FOR
APCO CONSTRUCTION

SCALE 1/4" = 1'-0"
DATE 10/2/98
COMPILED BY AMCOR
FILE NAME AMCOR
SHEET NAME

DAVID S. KIRALY
ARCHITECT

SHEET NO. A-3

DAVID S. KIRALY
ARCHITECT, INC.

4175 TRIFORCE ROAD, BUILDING B, SUITE 105
CAYLED, OHIO



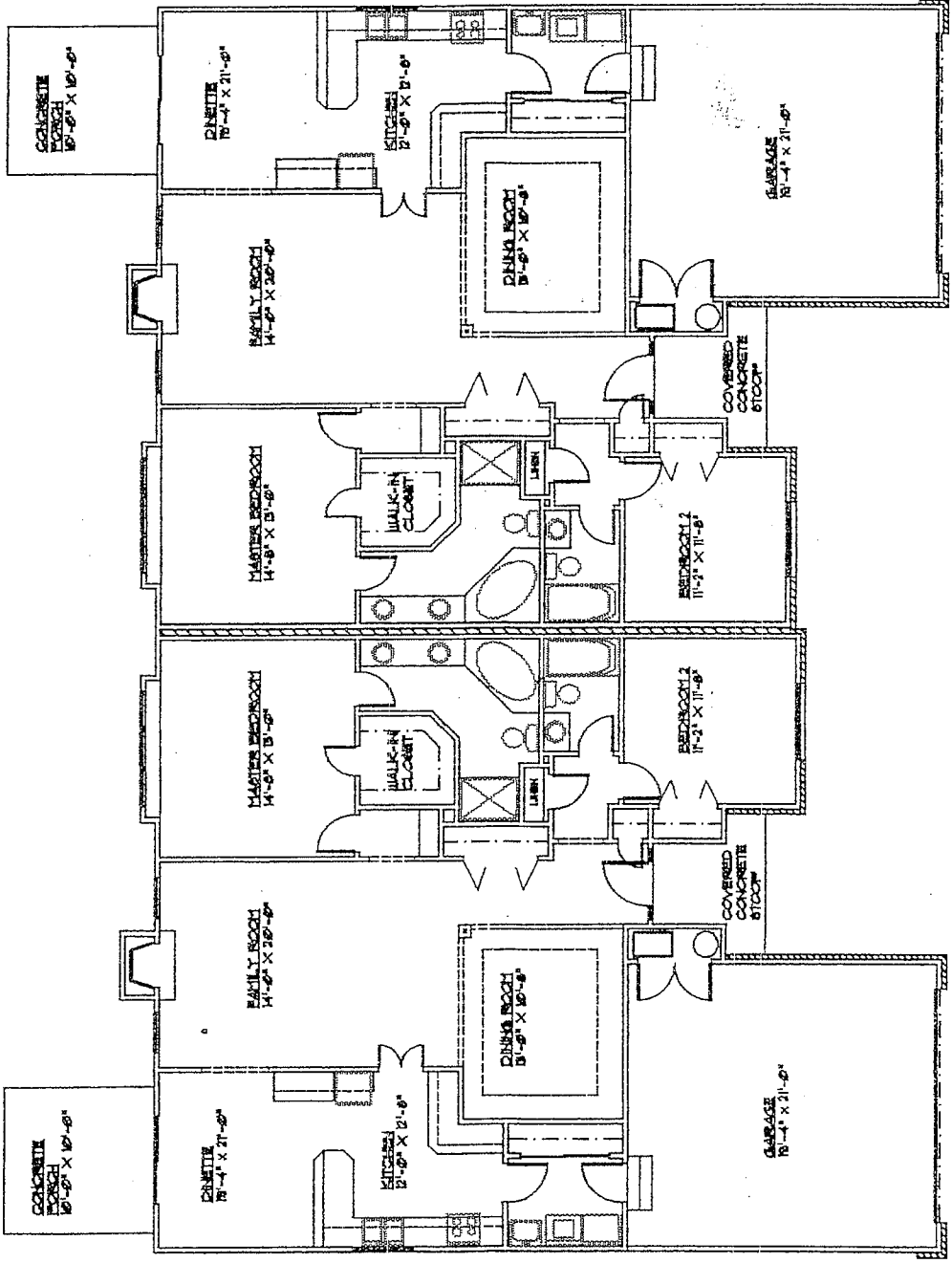
PROPOSED DUPLEX
CONDOMINIUMS FOR
APCO CONSTRUCTION

SCALE 1/4" = 1'-0"
DATE 10/2/78
SHEET NO. 04
OWNER APCO
PROJECT NAME 04-BIT 14-1

FLOOR PLANS

SHEET NO.

A-1



BUILDING ADDRESS:
1812B WALNUT ST.
BOARDMAN TOWNSHIP, OHIO
STYLE B
1264 S.Q. FT.

BUILDING ADDRESS:
1812A WALNUT ST.
BOARDMAN TOWNSHIP, OHIO
STYLE A
1264 S.Q. FT.

U. S. ARCHITECT

EXHIBIT "D"PERCENTAGE OF OWNERSHIP OF COMMON AREAS

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
C	7867A Walnut Street	1,604	7.272%
D	7867B Walnut Street	1,604	7.272%
C	7869A Walnut Street	1,604	7.272%
D	7869B Walnut Street	1,604	7.272%
C	7871A Walnut Street	1,604	7.272%
D	7871B Walnut Street	1,604	7.272%
A	7872A Walnut Street	1,504	6.820%
B	7872B Walnut Street	1,504	6.820%
C	7873A Walnut Street	1,604	7.272%
D	7873B Walnut Street	1,604	7.272%
C	7875A Walnut Street	1,604	7.272%
D	7875B Walnut Street	1,604	7.272%
A	7876A Walnut Street	1,504	6.820%
B	7876B Walnut Street	<u>1,504</u>	<u>6.820%</u>
	TOTAL:	22,056	100.00%

(Note: Unit square footage was based upon livable square footage only, and does not include porches, garages, or basements.)

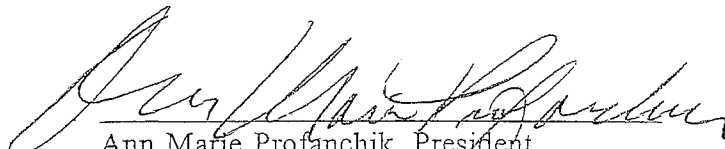
STATE OF OHIO)
) SS:
MAHONING COUNTY)

AFFIDAVIT

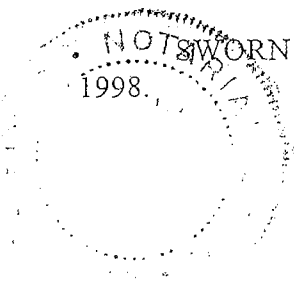
BEFORE ME, a Notary Public in and for the above County and State, personally appeared the undersigned, Ann Marie Profanchik, who being first duly sworn by me, deposes and states the following:

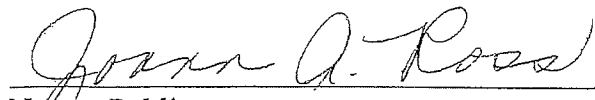
1. She is president of APCO Construction, Inc., an Ohio Corporation; and
2. APCO Construction, Inc., as owner of certain premises located in Boardman Township, County of Mahoning and State of Ohio, has determined to dedicate a portion of said premises described as Parcel No. 2 as referred to in the Declaration of Condominium Ownership in Deed Volume 3695, Page 226 et seq., as filed with the Mahoning County Recorder on June 5, 1998, pursuant to Article 16 of said Declaration of Condominium Ownership; and
3. Article 17 of said Declaration of Condominium Ownership requires that before an amendment to add additional property may be filed for record in Mahoning County, notice by Certified Mail must be sent to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership; and
4. On or before October 16th, 1998, on behalf of APCO Construction, Inc., she caused to be sent such certified notice containing a copy of the First Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership.

Further Affiant sayeth naught.


 Ann Marie Profanchik, President
 APCO Construction, Inc., (an Ohio Corporation)

SWORN to before me and SUBSCRIBED in my presence, this 16 day of October, 1998.




 Notary Public

JOANNA A. ROSS
Notary Public, State of Ohio
My Commission Expires June 28, 1999

WALNUT GROVE CONDOMINIUM
Boardman Township, Ohio

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings Bank of Youngstown, Ohio, an Ohio Corporation, is mortgagee of the premises described in the within First Amendment to the Declaration of Condominium Ownership by virtue of a Mortgage Deed executed by APCO Construction, Inc., an Ohio Corporation, as recorded in the Mortgage Records of the Recorder of Mahoning County in Volume 2114, Page 41.

The undersigned hereby consents this 8th day of October, 1998, to the execution and delivery of the foregoing First Amendment of Declaration of Condominium Ownership, with Amended Drawings incorporated therein and exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio.

Signed and acknowledged in
the presence of:

FIRST FEDERAL SAVINGS BANK
OF YOUNGSTOWN, OHIO

Geraldine Mansour
GERALDINE L. MANSOUR

By Mark S. Makoski
MARK S. MAKOSKI
its Vice President

Robin Radowick
ROBIN RADOWICK

By Craig Carr
CRAIG CARR
its Vice President

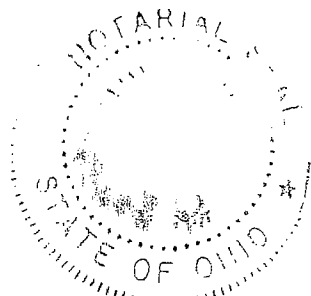
STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared MARK S. MAKOSKI, the Vice President, and CRAIG CARR, the Vice President of First Federal Savings Bank of Youngstown, Ohio, an Ohio Corporation, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

Geraldine Mansour
Notary Public

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

GERALDINE L. MANSOUR, Notary Public
State of Ohio
My Commission Expires Feb. 1, 2000



WALNUT GROVE CONDOMINIUM
CONSENT OF MORTGAGEE

an Ohio Corporation

The Undersigned, First Federal Savings Bank of Youngstown, is Mortgagee of the premises referred to in Exhibit A(1) and Exhibit A(2) to the within Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants for Walnut Grove Condominium (hereinafter referred to as the "Declaration") which Declaration was recorded in Volume 3695, Page 226 et seq., of Mahoning County Records. The undersigned is Mortgagee by virtue of the Mortgage Deed executed by APCO Construction, Inc., as recorded in Volume 2117, Page 41 of Mahoning County Records.

The undersigned hereby consents to the execution and delivery of the foregoing Declaration, with the Drawings attached thereto and to the filing thereof in the Office of the County Recorder, Mahoning County, Ohio.

Signed and acknowledged in the presence of:

FIRST FEDERAL SAVINGS BANK OF YOUNGSTOWN

Geraldine Mansour
GERALDINE L. MANSOUR

By: *Randy Shaffer*
RANDY SHAFFER

Its: Vice President

Cynthia L. Benko
CYNTHIA L. BENKO

By: *Craig Carr*
CRAIG CARR

Its: Vice President

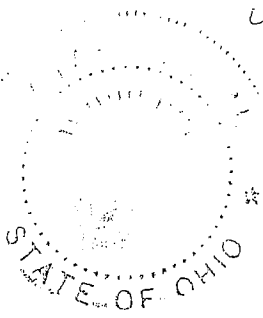
STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named First Federal Savings Bank of Youngstown by RANDY SHAFFER, its, Vice President and CRAIG CARR its Vice President who, having been first duly sworn, acknowledged that they did execute the foregoing instrument on behalf of said savings bank as its duly authorized officers and that the same was their free act and deed as such officers and as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Youngstown, Ohio, on this 14th day of October, 1998.

Geraldine Mansour
Notary Public

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300



GERALDINE L. MANSOUR, Notary Public
State of Ohio
My Commission Expires Feb 1, 2000

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

9900019844
Filed for Record in
MAHONING COUNTY, OHIO
BRUCE E PAPALIA
On 05-17-1999 At 03:54 pm.
AM CONDO 88.00
Book OR Vol. 4174 Pg. 75 - 93

This will certify that copies of this Amendment,
together with Drawings, attached as Exhibits thereto,
were filed in the Office of the County Auditor of
Mahoning County, Ohio on 5-17-
1999.

By: *D. J. Tablack, Jr. R. Jochman*
DEPUTY AUDITOR

THIS INSTRUMENT PREPARED BY:
RICHARD J. MASTRIANA, ESQ.
860 Boardman-Canfield Road
Suite 204
Boardman, Ohio 44512
Phone: (330) 726-8300

This Conveyance has Complied with Section 4114 201:
Fee \$ _____ Receipt # 9999
Permissive Tax _____
Exempt _____ Date 5-17-99
By *R. Jochman* Deputy
GEORGE J. TABLACK, COUNTY AUDITOR

9900019843
Filed for Record in
MAHONING COUNTY, OHIO
BRUCE E PAPALIA
On 05-17-1999 At 03:54 pm.
PLAT 222.00
Book OR Vol. 97 Pg. 56 - 61

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in Deed Volume 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation, hereinafter referred to as "Grantor"; and

WHEREAS, a certain instrument entitled First Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 3902, Page 53 et seq., and in Plat Volume 96, Pages 84-87 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said First Amendment was filed on October 30, 1998 by Grantor; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the unit owners named in Exhibit "A" are hereinafter referred to as "Unit Owners", and the mortgagees named in Exhibit "A" of said Unit Owners are hereinafter referred to as the "Mortgagees"; and

WHEREAS, Grantor is, pursuant to Article 17 of said Declaration, the duly appointed and acting Attorney-in-Fact of each of the Unit Owners and Mortgagees, for the purpose of executing, acknowledging, and recording (i) for and in the name of each such Unit Owner, such amendments to the Declaration as are contemplated by Article 16 thereof, and (ii) for and in the name of each such Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 16 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit a portion of Parcel No.2, as described and defined in Exhibit "A(2)" of said Declaration, together with the improvements thereon constructed as described in Exhibit "B(1)" attached hereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, the remaining portion of Parcel 2 (as originally described in Exhibit "A(2)" of said Declaration) is also intended for use as future sites of improvements to be submitted to the provisions of the Declaration and of Chapter 5311 of Ohio Revised Code, and is described in Exhibit "B(2)" attached hereto and made a part hereof.

NOW, THEREFORE, Grantor hereby declares:

1. All terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in said Declaration:

2. Grantor is the owner of that portion of Parcel No.2 described on Exhibit "B(1)" which together with all buildings and other improvements located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property;

3. The Declaration is hereby amended in accordance with the provisions of Articles 16 and 17 thereof, in the following respects:

(a) Article 4 of the Declaration is hereby deleted and the following is hereby substituted in lieu thereof:

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and a portion of Parcel No.2 as described in Exhibit "B(1)" and the Buildings and other improvements located thereon, including, without limitation, eleven (11) one story residential structures containing a total of twenty-two (22) Units, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 and a portion of Parcel No.2, are constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604

square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

(b) The Drawings, attached as Exhibit "C" to the Declaration and filed in Plat Volume 95, Pages 125-128, and referred to in Article 1, B.(xiv) thereof, are hereby amended by adding thereto and making a part hereof, the Drawings (hereinafter referred to as "Second Amendment Drawings") prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to that portion of Parcel No.2 described on Exhibit B(1) hereto, and the Buildings and other improvements located thereon, which Second Amendment Drawings are identified as Exhibit "C" and attached to this Second Amendment.

(c) Article 6, B of the Declaration relating only to each Unit's respective percentage of interest in the Common Elements as set forth in Exhibit "D" of the Declaration is hereby deleted and Exhibit "D" attached hereto is substituted in lieu thereof.

Each Unit's percentage of interest in the Common Elements has been determined by Grantor in accordance with the Condominium Act based on the proportion of the square footage of each Unit, excluding garages and porches, as such Unit bears to the aggregate square footage of all Units, excluding garages, porches, and basements, as of the date this First

Amendment was filed for record.

4. Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership, with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect.

5. Consent to this Second Amendment to the Declaration of Condominium Ownership on behalf of the Unit Owners and on behalf of the Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Article 17 of the Declaration.

IN WITNESS WHEREOF, the Grantor, APCO Construction, Inc., an Ohio Corporation, by its president, Ann Marie Profanchik, thereunto duly authorized, has executed this Second Amendment this 7th day of May, 1999.

Signed and acknowledged
in the presence of:

APCO Construction, Inc.

Richard Mastriana
Richard Mastriana

By: Ann Marie Profanchik
ANN MARIE PROFANCHIK, President

Print Name

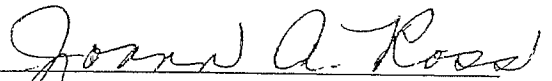
Joann A. Ross
Joann A. Ross

Print Name

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation, and the free act and deed of herself as its duly authorized officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman,
Ohio, this 7th day of May, 1999.


Notary Public

JOANN A. ROSS
Notary Public, State of Ohio
My Commission Expires June 28, 1999

PRESENT
UNIT OWNERS & MORTGAGEES

UNIT OWNERS

MORTGAGEES

Genevieve and Jerome W. Balistrino
7855A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Ed and Natalie Sinchick
7855B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Partick and Barbra Orlando
7857A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

James and Wilma Nelson
7857B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Edward & Dorothy Lepsik
7859A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Kathryn L. Mathey
7859B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

APCO Construction, Inc. *Joe SLIPEN ch AK*
7861A Walnut Street
Youngstown, Ohio 44512

~~First Place Bank~~
~~724 Boardman-Poland Road~~
~~Boardman, Ohio 44513~~

APCO Construction, Inc. *Carol ESSER*
7861B Walnut Street
Youngstown, Ohio 44512

~~First Place Bank~~
~~724 Boardman-Poland Road~~
~~Boardman, Ohio 44513~~

John and Mary Lipinski
7862A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

EXHIBIT "A"

Rose Massucci
7862B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Jayne Corradetti
7863A Walnut Street
Youngstown, Ohio 44512

GAIL + Jim YALLECH

~~First Place Bank~~
724 Boardman-Poland Road
Boardman, Ohio 44513

John & Marsha Popovich
7863B Walnut Street
Youngstown, Ohio 44512

Home Savings & Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

Albert & Virginia A. Pallotta
7865A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Nicholas & Elsie Halladay, Jr.
7865B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

~~Rose and Dominic Tomidajewicz~~
7866A Walnut Street
Youngstown, Ohio 44512

BETTY BAYEL

~~No Mortgagee~~

~~APCO Construction, Inc.~~
7866B Walnut Street
Youngstown, Ohio 44512

RAY Colombi

~~First Place Bank~~
724 Boardman-Poland Road
Boardman, Ohio 44513

Ferry L. Yarian
7867A Walnut Street
Youngstown, Ohio 44512

TUCCIA RONE

~~Citizens Bank of Salineville, Ohio~~
10 East Main Street
Salineville, Ohio 43945

~~Deborah A. Profanchik~~
7867B Walnut Street
Youngstown, Ohio 44512

TESNICO

~~First Place Bank~~
724 Boardman-Poland Road
Boardman, Ohio 44513

Paul and Dolores Gula
7869A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Bernard and Ruth Bindas
7869B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

EXHIBIT "A" (Continued...)

~~Deborah Evans~~ *REINGEL*
7871A Walnut Street
Youngstown, Ohio 44512

~~First Place Bank~~
724 Boardman-Poland Road
Boardman, Ohio 44513

Stephen Dubos
7871B Walnut Street
Youngstown, Ohio 44512

~~First Place Bank~~
724 Boardman-Poland Road
Boardman, Ohio 44513

Rose Untch
7872A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

~~Roy and Patricia Faur~~ *BACHELL*
7872B Walnut Street
Youngstown, Ohio 44512

~~Home Savings & Loan Company~~
275 Federal Plaza West
Youngstown, Ohio 44503

Frank and Marlene Rock
7873A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

~~Beverly Snyder~~ *STORM*
7873B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Paul J. Vallas
7875A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Donald & Kathleen Weingart
7875B Walnut Street
Youngstown, Ohio 44512

~~First Place Bank~~
724 Boardman-Poland Road
Boardman, Ohio 44513

~~Frank & Betty Percie~~ *ROBER*
7876A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Frank and Dorothy Monico
7876B Walnut Street
Youngstown, Ohio 44512

~~Charter One Bank~~
955 Boardman-Poland Road
Boardman, Ohio 44512

EXHIBIT "A" (Continued)

UNIT OWNERS & MORTGAGEES

UNIT OWNERS

Terry L. Yarian
7867A Walnut Street
Youngstown, Ohio 44512

Deborah A. Profanchik
7867B Walnut Street
Youngstown, Ohio 44512

Paul and Dolores Gula
7869A Walnut Street
Youngstown, Ohio 44512

Bernard and Ruth Bindas
7869B Walnut Street
Youngstown, Ohio 44512

Deborah Evans
7871A Walnut Street
Youngstown, Ohio 44512

Stephen Dubos
7871B Walnut Street
Youngstown, Ohio 44512

Rose Untch
7872A Walnut Street
Youngstown, Ohio 44512

Roy and Patricia Faur
7872B Walnut Street
Youngstown, Ohio 44512

MORTGAGEES

Citizens Bank of Salineville, Ohio
10 East Main Street
Salineville, Ohio 43945

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

First Federal Savings Bank
of Youngstown
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Boardman, Ohio 44513

First Federal Savings Bank
of Youngstown
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First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

No Mortgagee

Home Savings & Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

Frank and Marlene Rock
7873A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Beverly Snyder
7873B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Paul J. Vallas
7875A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Donald & Kathleen Weingart
7875B Walnut Street
Youngstown, Ohio 44512

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

Frank & Betty Percic
7876A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Frank and Dorothy Monico
7876B Walnut Street
Youngstown, Ohio 44512

Charter One Bank
955 Boardman-Poland Road
Boardman, Ohio 44512

UNIT OWNERS & MORTGAGEESUNIT OWNERS

Edward & Dorothy Lepsik
7859A Walnut Street
Youngstown, Ohio 44512

Kathryn L. Mathey
7859B Walnut Street
Youngstown, Ohio 44512

APCO Construction, Inc.
7861A Walnut Street
Youngstown, Ohio 44512

APCO Construction, Inc.
7861B Walnut Street
Youngstown, Ohio 44512

Jayne Corradetti
7863A Walnut Street
Youngstown, Ohio 44512

John & Marsha Popovich
7863B Walnut Street
Youngstown, Ohio 44512

Virginia A. Pallotta
7865A Walnut Street
Youngstown, Ohio 44512

Nicholas & Elsie Halladay, Jr.
7865B Walnut Street
Youngstown, Ohio 44512

Terry L. Yarian
7867A Walnut Street
Youngstown, Ohio 44512

MORTGAGEES

No Mortgagee

FFY Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

FFY Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

FFY Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

FFY Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Home Savings & Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

Home Savings & Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

FFY Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Citizens Bank of Salineville, Ohio
10 East Main Street
Salineville, Ohio 43945

EXHIBIT "A"

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Youngstown, Ohio 44512

No Mortgagee

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No Mortgagee

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Frank and Dorothy Monico
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Youngstown, Ohio 44512

First Federal Savings Bank
of Youngstown
724 Boardman-Poland Road
Boardman, Ohio 44513

No Mortgagee

Charter One Bank
955 Boardman-Poland Road
Boardman, Ohio 44512

EXHIBIT "A" (Continued)

PORTION OF PARCEL NO. 2 SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

LEGAL DESCRIPTION OF PHASE 3

Situated in the Township of Boardman, County of Mahoning, State of Ohio; Being a part of Section 25 of the Fourth Division of the original subdivision of said township and being more fully bounded and described as follows:

COMMENCING at an iron pin found at the southwesterly corner of Lot No. 81 of the Auburn Hills Plat No. 5 as found in Volume 92 at Page 169 of the Mahoning County Record of Plats;

THENCE along the northerly line of the Woodland Allotment as found in Volume 13 at Page 45 of the Mahoning County Record of Plats, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to an iron pin found;

THENCE North 86 degrees 08 minutes 37 seconds West a distance of 311.50 feet to an iron pin found on the northerly line of lands now or formerly of Boardman Township Park;

THENCE along said line, North 03 degrees 29 minutes 41 seconds East a distance of 97.00 feet to the true POINT OF BEGINNING;

THENCE continuing along said line, North 03 degrees 29 minutes 41 seconds East a distance of 436.67 feet to a point at the southwest corner of Walnut Grove Condominiums Phase 2;

THENCE along said phase, South 86 degrees 30 minutes 19 seconds East a distance of 142.46 feet to a point;

THENCE South 03 degrees 29 minutes 41 seconds West a distance of 436.67 feet to a point;

THENCE North 86 degrees 30 minutes 19 seconds West a distance of 142.46 feet to the POINT OF BEGINNING, and containing within said bounds 1.428 acres of land.

EXHIBIT "B(1)"

PORTION OF PARCEL NO. 2 NOT SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

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

LEGAL DESCRIPTION OF EXPANDABLE PROPERTY

APCO Construction, Inc. reserves the right to add additional property described as being Parcel 2, as described in Exhibit "A(2)" and attached to the declaration. Parcel 2 contains land as being situated in the Township of Boardman, County of Mahoning, and State of Ohio;

Known as being a part of Section 25 of the Fourth Division of the original subdivision of said township and being more fully bounded and described as follows:
BEGINNING at an iron pin found at the northwesterly corner of Lot No. 85 of the Auburn Hills Plat No. 5, as found in Volume 92 at Page 169 of the Mahoning County Record of Plats;
THENCE by the next three courses along said plat, South 03 degrees 15 minutes 37 seconds West a distance of 197.12 feet to an iron pin found;
THENCE South 13 degrees 15 minutes 10 seconds West a distance of 195.15 feet to an iron pin found;
THENCE South 03 degrees 15 minutes 37 seconds West a distance of 94.00 feet to an iron pin found on the northerly line of the Woodland Allotment as found in Volume 13 at Page 45 of the Mahoning County Record of Plats;
THENCE by the next two courses along said plat, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to an iron pin found;
THENCE North 86 degrees 08 minutes 37 seconds West a distance of 311.50 feet to an iron pin found the easterly line of lands now or formerly of Boardman Township Park;
THENCE along said line, North 03 degrees 29 minutes 41 seconds East a distance of 97.00 feet to a point on the southerly line of Walnut Grove Condominiums Phase 3;
THENCE by the next two courses along said phase, South 86 degrees 30 minutes 19 seconds East a distance of 142.46 feet to a point;
THENCE North 03 degrees 29 minutes 41 seconds East a distance of 375.15 feet to a point on the southerly line of Walnut Grove Condominiums Phase 2;
THENCE by the next eleven courses along said Phase 2 and Walnut Grove Condominium Phase 1, South 86 degrees 30 minutes 19 seconds East a distance of 97.06 feet to a point;
THENCE North 03 degrees 29 minutes 41 seconds East a distance of 69.67 feet to a point;
THENCE South 86 degrees 30 minutes 19 seconds East a distance of 67.00 feet to a point;
THENCE South 70 degrees 29 minutes 31 seconds East a distance of 44.00 feet to a point;
THENCE South 21 degrees 38 minutes 34 seconds West a distance of 69.00 feet to a point;
THENCE South 68 degrees 21 minutes 26 seconds East a distance of 95.00 feet to a point;
THENCE North 21 degrees 38 minutes 34 seconds East a distance of 73.00 feet to a point;
THENCE South 56 degrees 25 minutes 21 seconds East a distance of 58.00 feet to a point;
THENCE South 86 degrees 30 minutes 19 seconds East a distance of 75.00 feet to a point;
THENCE North 03 degrees 29 minutes 41 seconds East a distance of 8.00 feet to a point;
THENCE South 86 degrees 30 minutes 19 seconds East a distance of 104.06 feet to the POINT OF BEGINNING, and containing within said bounds 6.069 acres of land.

EXHIBIT "B(2)"

EXHIBIT "C"

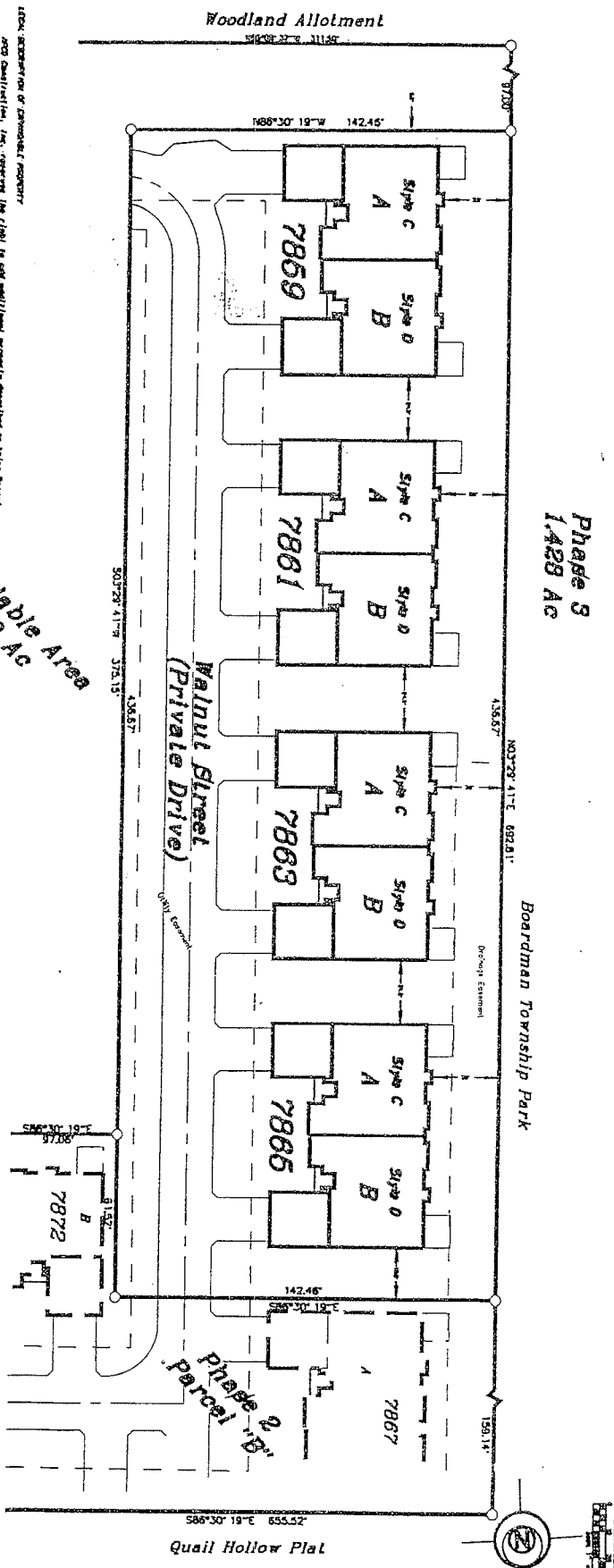
To Second Amendment to Declaration of Condominium Ownership
for Walnut Grove Condominium

REFERENCE TO DRAWINGS

The drawings attached hereto are reduced and are furnished for ease of reference.

The particulars of the land, buildings and other improvements, including but not limited to, the layout, location, designation, dimension of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Second Amendment Drawings incorporated in the Second Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium, by reference as Exhibit "C", prepared and bearing the certified statements of John Bartolo, Registered Engineer No. 43143, 837 Boardman-Canfield Road, Youngstown, Ohio 44512, John Bartolo, Registered Surveyor No. 6780, 837 Boardman-Canfield Road, Youngstown, Ohio 44512, and David S. Kiraly, Registered Architect No. 7052, 6715 Tippecanoe Road, Canfield, Ohio 44406 as required by the Condominium Act of the State of Ohio.

Such set of Second Amendment Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Mahoning County, Ohio simultaneously with the recording of the Second Amendment to the Declaration.



WOODLAND ALLOTMENT
 52°30'19" W 142.46'
 142.46'
 52°30'19" W 142.46'
 142.46'
 52°30'19" W 142.46'
 142.46'
 52°30'19" W 142.46'
 142.46'

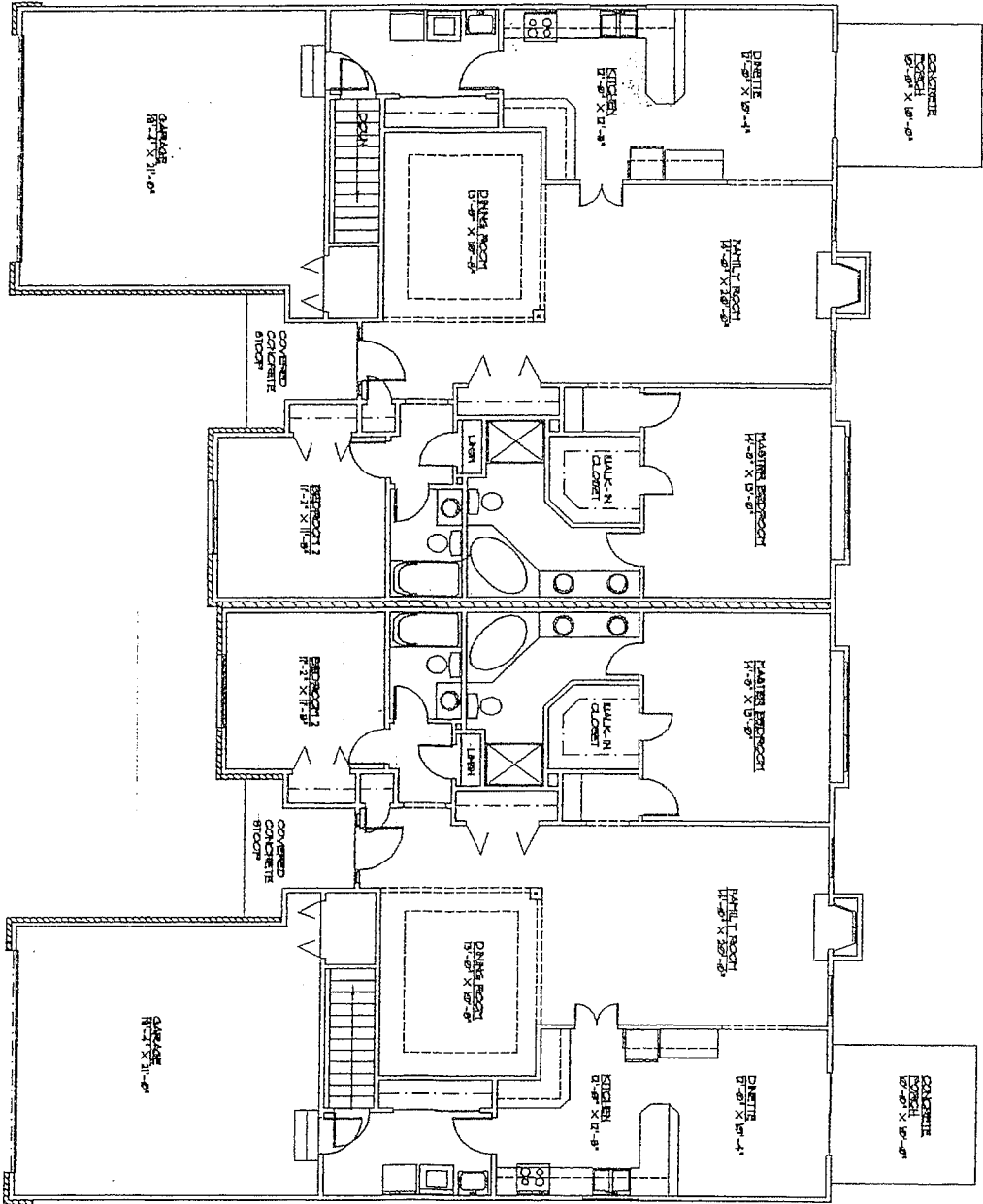
EXPANDABLE AREA
 6.069 Ac
 50°29'41" W 312.15'
 312.15'
 50°29'41" W 312.15'
 312.15'
 50°29'41" W 312.15'
 312.15'

WOODLAND ALLOTMENT
 58°09'50" E 655.52'
 655.52'
 58°09'50" E 655.52'
 655.52'
 58°09'50" E 655.52'
 655.52'

LEGEND
 G = Garage
 P = Patio
 CERTIFICATE OF ASSURANCE
 FILED IN 1811
 REPORTING COUNTY AND DATE
 CERTIFICATE OF RECORD
 FILED IN 1811
 REPORTING COUNTY AND DATE
 NOTICE
 Notices are shown on Limited Common Area
 At other areas exclusive of garages and
 residences are shown on Common Area

LEGEND
 G = Garage
 P = Patio
 CERTIFICATE OF ASSURANCE
 FILED IN 1811
 REPORTING COUNTY AND DATE
 CERTIFICATE OF RECORD
 FILED IN 1811
 REPORTING COUNTY AND DATE
 NOTICE
 Notices are shown on Limited Common Area
 At other areas exclusive of garages and
 residences are shown on Common Area

LEGEND
 G = Garage
 P = Patio
 CERTIFICATE OF ASSURANCE
 FILED IN 1811
 REPORTING COUNTY AND DATE
 CERTIFICATE OF RECORD
 FILED IN 1811
 REPORTING COUNTY AND DATE
 NOTICE
 Notices are shown on Limited Common Area
 At other areas exclusive of garages and
 residences are shown on Common Area



BUILDING ADDRESS:
 1859A, 1861A, 1863A, 1865A WALNUT ST.
 BOARDMAN TOWNSHIP OHIO
 STYLE C - HAS BASEMENT
 1604 SQ. FT.

BUILDING ADDRESS:
 1859B, 1861B, 1863B, 1865B WALNUT ST.
 BOARDMAN TOWNSHIP OHIO
 STYLE D - HAS BASEMENT
 1604 SQ. FT.

FLOOR PLAN

1/4" = 1'-0"

DAVID S. KIRALY ARCHITECT, INC.
 6715 TIFFIN CANOE ROAD, BUILDING B, SUITE 103
 CANFIELD, OHIO (216) 533-1121

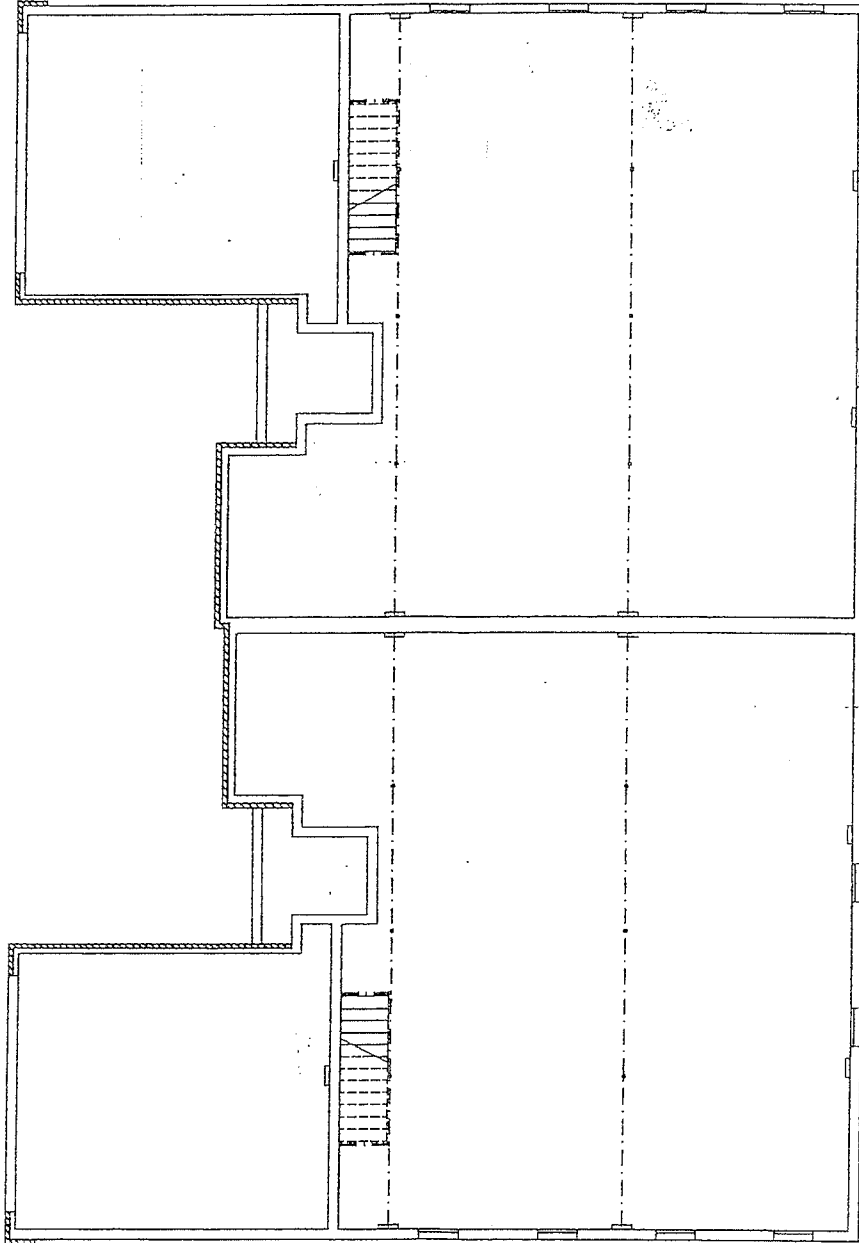
PROPOSED DUPLEX CONDOMINIUMS FOR APCO CONSTRUCTION

SCALE: 1/4" = 1'-0"
 DATE: 03/09/01

CITY/TOWN: BOARDMAN
 FILE NAME: APC08
 SHEET NAME: FLOOR PLAN

SHEET NO. A-2

BUILDING ADDRESS:
 1859A, 1861A, 1863A, 1865A WALNUT ST.
 BOARDMAN TOWNSHIP OHIO
 STYLE C - HAS BASEMENT
 1604 SQ. FT.



BUILDING ADDRESS:
 1859B, 1861B, 1863B, 1865B WALNUT ST.
 BOARDMAN TOWNSHIP OHIO
 STYLE D - HAS BASEMENT
 1604 SQ. FT.

BASEMENT PLAN
 1/4" = 1'-0"

BASEMENT
 PLAN

A-3

PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION



DAVID S. KIRALY
 ARCHITECT, INC.

6175 TIPPECANOE ROAD, BUILDING B, SUITE 103
 CANFIELD, OHIO
 (216) 833-1121

EXHIBIT "D"

PERCENTAGE OF OWNERSHIP OF COMMON AREAS

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
C	7859A Walnut Street	1,604	4.60%
D	7859B Walnut Street	1,604	4.60%
C	7861A Walnut Street	1,604	4.60%
D	7861B Walnut Street	1,604	4.60%
C	7863A Walnut Street	1,604	4.60%
D	7863B Walnut Street	1,604	4.60%
C	7865A Walnut Street	1,604	4.60%
D	7865B Walnut Street	1,604	4.60%
C	7867A Walnut Street	1,604	4.60%
D	7867B Walnut Street	1,604	4.60%
C	7869A Walnut Street	1,604	4.60%
D	7869B Walnut Street	1,604	4.60%
C	7871A Walnut Street	1,604	4.60%
D	7871B Walnut Street	1,604	4.60%
A	7872A Walnut Street	1,504	4.30%
B	7872B Walnut Street	1,504	4.30%
C	7873A Walnut Street	1,604	4.60%
D	7873B Walnut Street	1,604	4.60%
C	7875A Walnut Street	1,604	4.60%

D	7875B Walnut Street	1,604	4.60%
A	7876A Walnut Street	1,504	4.30%
B	7876B Walnut Street	<u>1,504</u>	<u>4.30%</u>
TOTAL:		34,888	100.00%

Note: Unit square footage was based upon livable square footage only, and does not include porches, garages, or basements.)

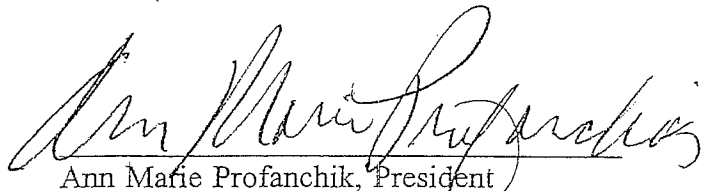
STATE OF OHIO)
) SS:
MAHONING COUNTY)

AFFIDAVIT

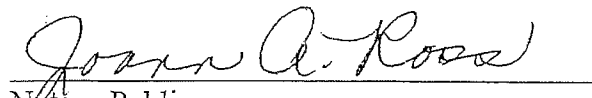
BEFORE ME, a Notary Public in and for the above County and State, personally appeared the undersigned, Ann Marie Profanchik, who being first duly sworn by me, deposes and states the following:

1. She is president of APCO Construction, Inc., an Ohio Corporation; and
2. APCO Construction, Inc., as owner of certain premises located in Boardman Township, County of Mahoning and State of Ohio, has determined to dedicate a portion of said premises described as Parcel No. 2 as referred to in the Declaration of Condominium Ownership in Deed Volume 3695, Page 226 et seq., as filed with the Mahoning County Recorder on June 5, 1998, pursuant to Article 16 of said Declaration of Condominium Ownership; and
3. Article 17 of said Declaration of Condominium Ownership requires that before an amendment to add additional property may be filed for record in Mahoning County, notice by Certified Mail must be sent to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership; and
4. On or before May 7th, 1999, on behalf of APCO Construction, Inc., she caused to be sent such certified notice containing a copy of the Second Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership.

Further Affiant sayeth naught.


Ann Marie Profanchik, President
APCO Construction, Inc., an Ohio Corporation

SWORN to before me and SUBSCRIBED in my presence, this 7th day of May, 1999.


Notary Public
JOANN A. ROSS
Notary Public, State of Ohio
My Commission Expires June 28, 1999

WALNUT GROVE CONDOMINIUM
Boardman Township, Ohio

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, is mortgagee of the premises described in the within Second Amendment to the Declaration of Condominium Ownership by virtue of a Mortgage Deed executed by APCO Construction, Inc., an Ohio Corporation, as recorded in the Mortgage Records of the Recorder of Mahoning County in Volume 2114, Page 41.

The undersigned hereby consents this 5th day of May, 1999, to the execution and delivery of the foregoing Second Amendment of Declaration of Condominium Ownership, with Amended Drawings incorporated therein and exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio.

Signed and acknowledged in
the presence of:

FIRST FEDERAL SAVINGS BANK
OF YOUNGSTOWN

Robin Radowick
Robin Radowick

By Randy Shaffer
Randy Shaffer
its Vice President

Kim Wadman
Kim Wadman

By Craig Carr
Craig Carr
its Vice President

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Randy Shaffer, the Vice President, and Craig Carr, the Vice President of First Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Mahoning, Ohio, on this 5th day of May, 1999.

Janet J. Byrne
Notary Public

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

JANET J. BYRNE, Notary Public
State of Ohio
My Commission Expires 8/12/2003

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

This will certify that copies of this Amendment, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor of Mahoning County, Ohio on Oct 22, 1999.

By: R. Gochman
DEPUTY AUDITOR

THIS INSTRUMENT PREPARED BY:
RICHARD J. MASTRIANA, ESQ.

860 Boardman-Canfield Road
Suite 204

Boardman, Ohio 44512

Phone: (330) 726-8300

199900042337
Filed for Record in
MAHONING COUNTY, OHIO
BRUCE E PAPALIA
On 10-22-1999 At 11:44 am.
AM CONDO 92.00
OR Book 4383 Page 210 - 230

This Conveyance has Complied with Section 319.204

Fee \$ _____ Receipt # 9999

Payable Tax _____

Exempt _____ Date 10-22-99

By R. Gochman Deputy
GEORGE J. TABLACK, COUNTY AUDITOR

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in Deed Volume 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation, hereinafter referred to as "Grantor"; and

WHEREAS, a certain instrument entitled First Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 3902, Page 53 et seq., and in Plat Volume 96, Pages 84-87 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said First Amendment was filed on October 30, 1998 by Grantor; and

WHEREAS, a certain instrument entitled Second Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4174, Page 75 et seq., and in Plat Volume 97, Pages 56-61 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Second Amendment was filed on May 17, 1999 by Grantor; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the unit owners named in Exhibit "A" are hereinafter referred to as "Unit Owners", and the mortgagees named in Exhibit "A" of said Unit Owners are hereinafter referred to as the "Mortgagees"; and

WHEREAS, Grantor is, pursuant to Article 17 of said Declaration, the duly appointed and acting Attorney-in-Fact of each of the Unit Owners and Mortgagees, for the purpose of executing, acknowledging, and recording (i) for and in the name of each such Unit Owner, such amendments to the Declaration as are contemplated by Article 16 thereof, and (ii) for and in the name of each such Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 16 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit a portion of Parcel No.2, as described and defined in Exhibit "A(2)" of said Declaration, together with the improvements thereon constructed as described in Exhibit "B(1)" attached hereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, the remaining portion of Parcel 2 (as originally described in Exhibit "A(2)" of said Declaration) is also intended for use as future sites of improvements to be submitted to the provisions of the Declaration and of Chapter 5311 of Ohio Revised Code, and is described in Exhibit "B(2)" attached hereto and made a part hereof.

NOW, THEREFORE, Grantor hereby declares:

1. All terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in said Declaration:
2. Grantor is the owner of that portion of Parcel No.2 described on Exhibit "B(1)" which together with all buildings and other improvements located thereon, all easements, rights

and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property;

3. The Declaration is hereby amended in accordance with the provisions of Articles 16 and 17 thereof, in the following respects:

(a) Article 4 of the Declaration is hereby deleted and the following is hereby substituted in lieu thereof:

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and a portion of Parcel No.2 as described in Exhibit "B(1)" and the Buildings and other improvements located thereon, including, without limitation, fifteen (15) one story residential structures containing a total of thirty (30) Units, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 and a portion of Parcel No.2, are constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style

C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604 square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

(b) The Drawings, attached as Exhibit "C" to the Declaration and filed in Plat Volume 95, Pages 125-128, and referred to in Article 1, B.(xiv) thereof, are hereby amended by adding thereto and making a part hereof, the Drawings (hereinafter referred to as "Third Amendment Drawings") prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to that portion of Parcel No.2 described on Exhibit B(1) hereto, and the Buildings and other improvements located thereon, which Third Amendment Drawings are identified as Exhibit "C" and attached to this Third Amendment.

(c) Article 6, B of the Declaration relating only to each Unit's respective percentage of interest in the Common Elements as set forth in Exhibit "D" of the Declaration is

hereby deleted and Exhibit "D" attached hereto is substituted in lieu thereof.

Each Unit's percentage of interest in the Common Elements has been determined by Grantor in accordance with the Condominium Act based on the proportion of the square footage of each Unit, excluding garages and porches, as such Unit bears to the aggregate square footage of all Units, excluding garages, porches, and basements, as of the date this First Amendment was filed for record.

4. Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect.

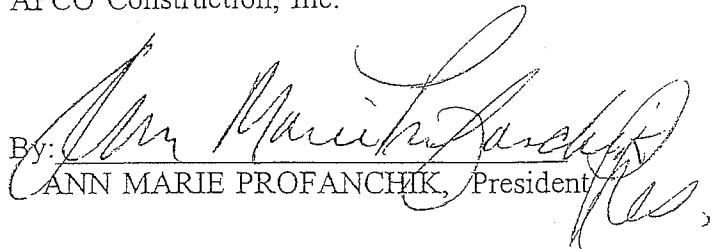
5. Consent to this Third Amendment to the Declaration of Condominium Ownership on behalf of the Unit Owners and on behalf of the Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Article 17 of the Declaration.

IN WITNESS WHEREOF, the Grantor, APCO Construction, Inc., an Ohio Corporation, by its president, Ann Marie Profanchik, thereunto duly authorized, has executed this Third Amendment this 13th day of October, 1999.

Signed and acknowledged
in the presence of:

APCO Construction, Inc.

Joann A. Ross
Joann A. Ross
Print Name

By: 
ANN MARIE PROFANCHIK, President


Jan L. DePasquale
Jan L. DePasquale
Print Name

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation, and the free act and deed of herself as its duly authorized officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman, Ohio, this 13th day of October, 1999.

Joann A. Ross
Notary Public

JOANN A. ROSS
NOTARY PUBLIC, STATE OF OHIO
COMM. EXPIRES 6-29-2004 

PORTION OF PARCEL NO. 2 SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

LEGAL DESCRIPTION OF PHASE 4

Situated in the Township of Boardman, County of Mahoning, State of Ohio; Being a part of Section 25 of the Fourth Division of the original subdivision of said township and being more fully bounded and described as follows:

COMMENCING at an iron pin found at the southwesterly corner of Lot No. 81 of the Auburn Hills Plat No. 5 as found in Volume 92 at Page 169 of the Mahoning County Record of Plats;
 THENCE along the northerly line of the Woodland Allotment as found in Volume 13 at Page 45 of the Mahoning County Record of Plats, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to an iron pin found and the TRUE POINT OF BEGINNING;
 THENCE North 86 degrees 08 minutes 37 seconds West a distance of 311.50 feet to an iron pin found on the easterly line of lands now or formerly of Boardman Township Park;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 97.00 feet to a point at the southwest corner of Walnut Grove Condominium Phase 3;
 THENCE by the next two courses along said Phase 3, South 86 degrees 30 minutes 19 seconds East a distance of 142.46 feet to a point;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 375.15 feet to a point on the southerly line of Walnut Grove Condominium Phase 2-B;
 THENCE along said Phase 2-B, South 86 degrees 30 minutes 19 seconds East a distance of 80.00 feet to a point;
 THENCE South 03 degrees 29 minutes 41 seconds West a distance of 232.00 feet to a point;
 THENCE North 86 degrees 30 minutes 19 seconds West a distance of 80.00 feet to a point on the easterly line of said Phase 3;
 THENCE along said Phase 3, South 03 degrees 29 minutes 41 seconds West a distance of 112.11 feet to a point;
 THENCE South 86 degrees 30 minutes 19 seconds East a distance of 169.00 feet to a point;
 THENCE South 03 degrees 28 minutes 41 seconds West a distance of 130.00 feet to the POINT OF BEGINNING, and containing within said bounds 1.247 acres of land.

EXHIBIT "B(1)"

PORTION OF PARCEL NO. 2 NOT SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

LEGAL DESCRIPTION OF EXPANDABLE PROPERTY

APCO Construction, Inc. reserves the right to add additional property described as being Parcel 2, as described in Exhibit "A(2)" and attached to the declaration. Parcel 2 contains land as being situated in the Township of Boardman, County of Mahoning, and State of Ohio;

Known as being a part of Section 25 of the Fourth Division of the original subdivision of said township and being more fully bounded and described as follows:
 BEGINNING at an iron pin found at the northwesterly corner of Lot No. 85 of the Auburn Hills Plat No. 5, as found in Volume 92 at Page 169 of the Mahoning County Record of Plats;
 THENCE by the next three courses along said plat, South 03 degrees 15 minutes 37 seconds West a distance of 197.12 feet to an iron pin found;
 THENCE South 13 degrees 15 minutes 10 seconds West a distance of 195.15 feet to an iron pin found;
 THENCE South 03 degrees 15 minutes 37 seconds West a distance of 94.00 feet to an iron pin found on the northerly line of the Woodland Allotment as found in Volume 13 at Page 45 of the Mahoning County Record of Plats;
 THENCE along said plat, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to an iron pin found at an angle point in said Woodland Allotment and the southeasterly corner of Walnut Grove Condominium Phase 4;
 THENCE by the next two courses along said Phase 4, North 03 degrees 28 minutes 41 seconds East a distance of 130.00 feet to a point;
 THENCE North 86 degrees 30 minutes 19 seconds West a distance of 169.00 feet to a point on the easterly line of Walnut Grove Condominium Phase 3;
 THENCE along said Phase 3, North 03 degrees 29 minutes 41 seconds East a distance of 112.11 feet to a point on a line of said Walnut Grove Condominium Phase 4;
 THENCE by the next two courses along said Phase 4, South 86 degrees 30 minutes 19 seconds East a distance of 80.00 feet to a point;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 232.00 feet to a point on the southerly line of Walnut Grove Condominium Phase 2-B;
 THENCE by the next two courses along said Phase 2-B, South 86 degrees 30 minutes 19 seconds East a distance of 17.06 feet to a point;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 69.67 feet to a point on the southerly line of Walnut Grove Condominium Phase 1;
 THENCE by the next eight courses along said Phase 1, South 86 degrees 30 minutes 19 seconds East a distance of 67.00 feet to a point;
 THENCE South 70 degrees 29 minutes 31 seconds East a distance of 44.00 feet to a point;
 THENCE South 21 degrees 38 minutes 34 seconds West a distance of 69.00 feet to a point;
 THENCE South 68 degrees 21 minutes 26 seconds East a distance of 95.00 feet to a point;
 THENCE North 21 degrees 38 minutes 34 seconds East a distance of 73.00 feet to a point;
 THENCE South 56 degrees 25 minutes 21 seconds East a distance of 58.00 feet to a point;
 THENCE South 86 degrees 30 minutes 19 seconds East a distance of 75.00 feet to a point;
 THENCE North 03 degrees 29 minutes 41 seconds East a distance of 8.00 feet to an iron pin found on the southerly line of Walnut Street;
 THENCE along said Walnut Street, South 86 degrees 30 minutes 19 seconds East a distance of 34.06 feet to the POINT OF BEGINNING, and containing within said bounds 4.822 acres of land.

EXHIBIT "C"

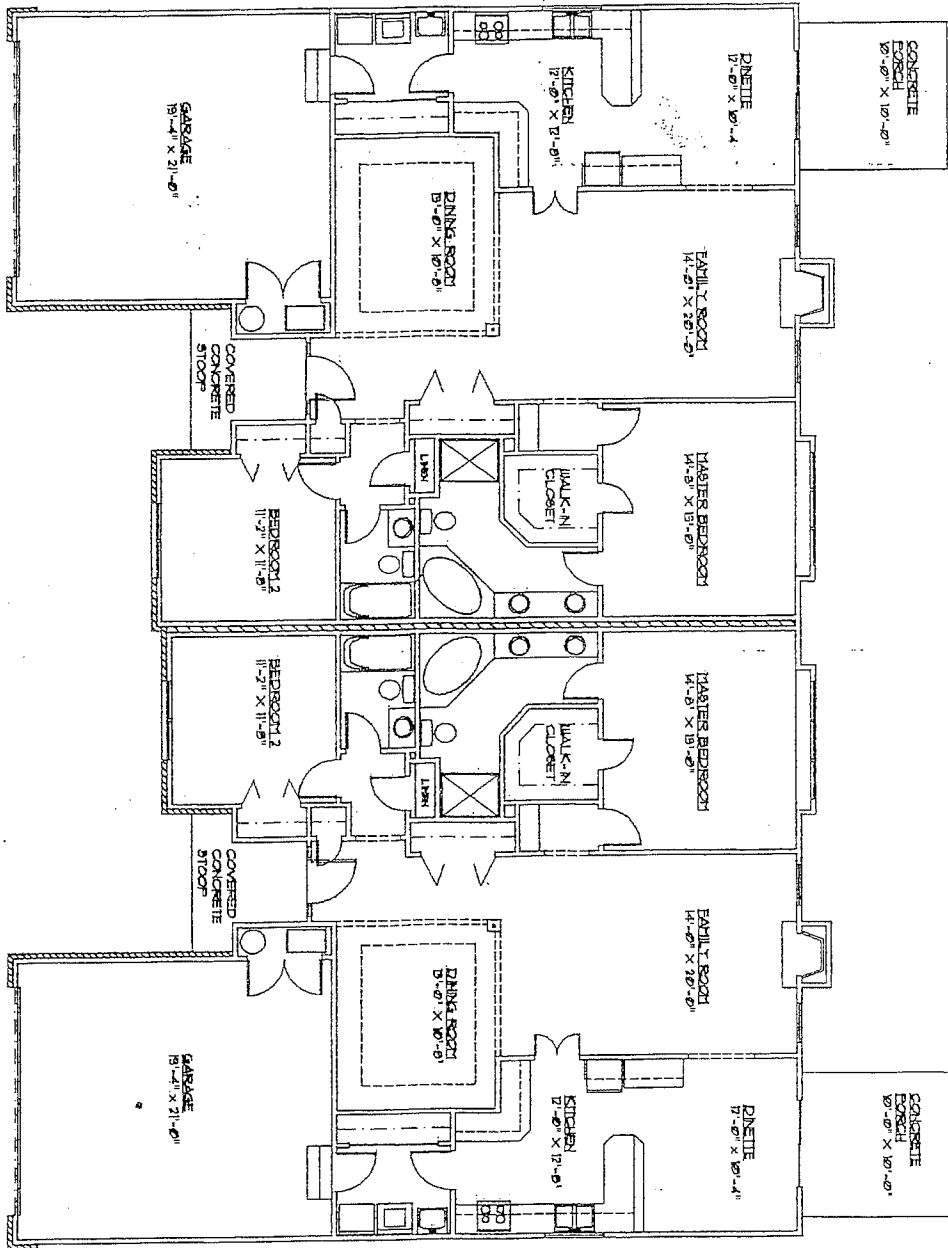
To Third Amendment to Declaration of Condominium Ownership
for Walnut Grove Condominium

REFERENCE TO DRAWINGS

The drawings attached hereto are reduced and are furnished for ease of reference.

The particulars of the land, buildings and other improvements, including but not limited to, the layout, location, designation, dimension of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Third Amendment Drawings incorporated in the Third Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium, by reference as Exhibit "C", prepared and bearing the certified statements of John Bartolo, Registered Engineer No. 43143, 837 Boardman-Canfield Road, Youngstown, Ohio 44512, John Bartolo, Registered Surveyor No. 6780, 837 Boardman-Canfield Road, Youngstown, Ohio 44512, and David S. Kiraly, Registered Architect No. 7052, 6715 Tippecanoe Road, Canfield, Ohio 44406 as required by the Condominium Act of the State of Ohio.

Such set of Third Amendment Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Mahoning County, Ohio simultaneously with the recording of the Second Amendment to the Declaration.

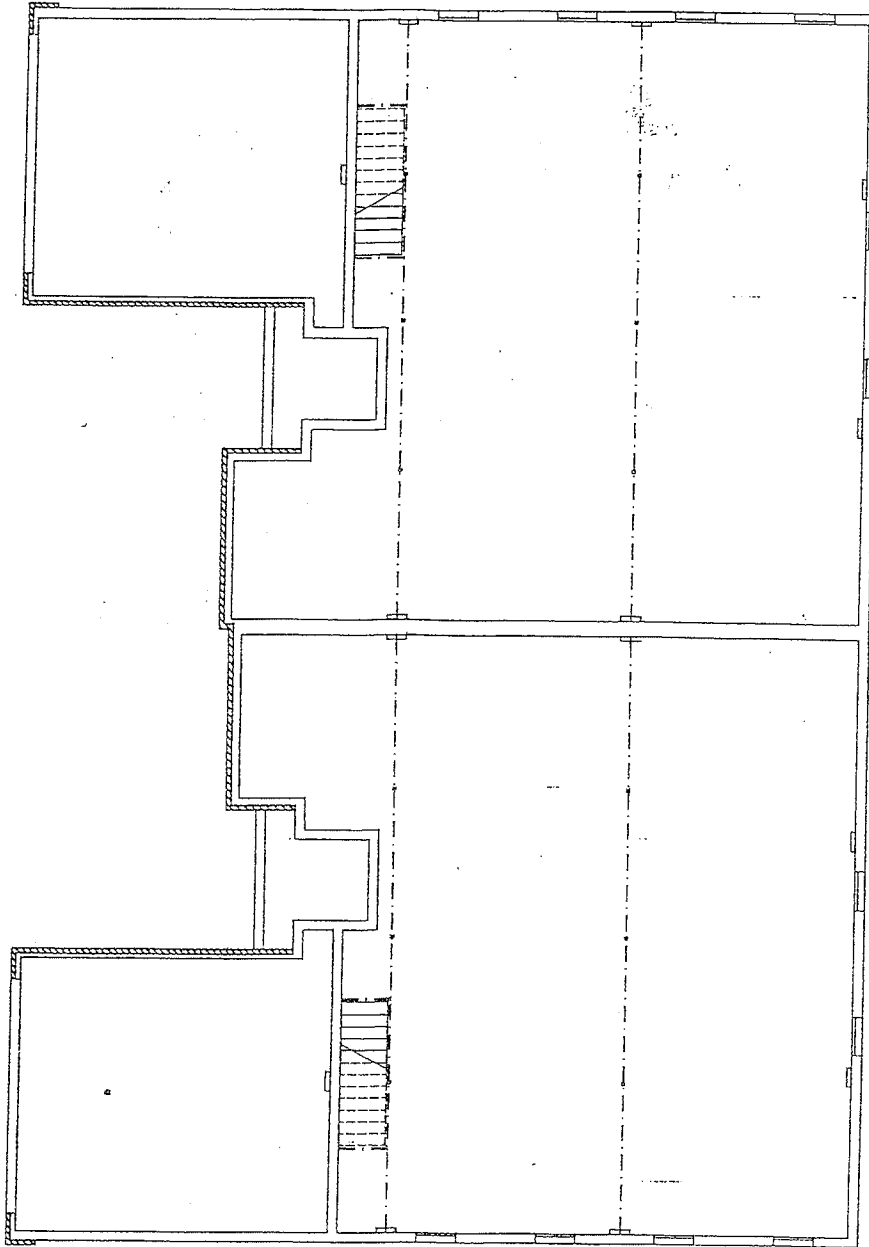


BUILDING ADDRESS :
 1862A, 1866A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE A

BUILDING ADDRESS :
 1812B, 1866B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE B

SHEET NO. A-1	FLOOR PLANS		PROPOSED DUPLEX CONDOMINIUMS FOR APCO CONSTRUCTION		DAVID S. KIRALY ARCHITECT, INC. 615 TIPPECANOE ROAD, BUILDING D, SUITE 103 CANFIELD, OHIO (216) 533-1021
	DATE	SCALE			
SHEET NO.	FILE NAME APC0A	CONTINUED	DATE	SCALE	SHEET TITLE

BUILDING ADDRESS:
1851A WALNUT ST.
BOARDMAN TOWNSHIP OHIO
STYLE C - HAS BASEMENT
604 SQ. FT.



BUILDING ADDRESS:
1851B WALNUT ST.
BOARDMAN TOWNSHIP OHIO
STYLE D - HAS BASEMENT
604 SQ. FT.

BASEMENT PLAN
1/4" = 1'-0"

BASEMENT
PLAN

A-3

PROPOSED DUPLEX
CONDOMINIUMS FOR
APCO CONSTRUCTION.



DAVID S. KIRALY
ARCHITECT, INC.

675 TIFFIN AVE. ROAD, BUILDING B, SUITE 103
CANFIELD, OHIO (216) 533-1121

EXHIBIT "D"PERCENTAGE OF OWNERSHIP OF COMMON AREAS

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
C	7855A Walnut Street	1,604	3.39%
D	7855B Walnut Street	1,604	3.39%
C	7857A Walnut Street	1,604	3.39%
D	7857B Walnut Street	1,604	3.39%
C	7859A Walnut Street	1,604	3.39%
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D	7873B Walnut Street	1,604	3.39%
C	7875A Walnut Street	1,604	3.39%
D	7875B Walnut Street	1,604	3.390%
A	7876A Walnut Street	1,504	3.18%
B	7876B Walnut Street	<u>1,504</u>	<u>3.18%</u>
	TOTAL:	47,320	100.00%

Note: Unit square footage was based upon livable square footage only, and does not include porches, garages, or basements.)

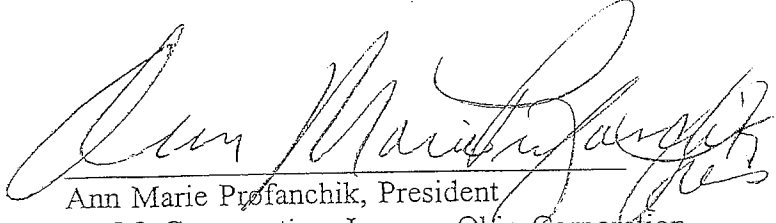
STATE OF OHIO)
) SS:
MAHONING COUNTY)

AFFIDAVIT

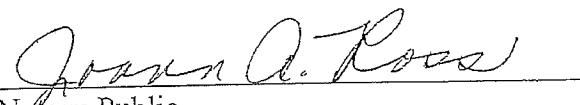
BEFORE ME, a Notary Public in and for the above County and State, personally appeared the undersigned, Ann Marie Profanchik, who being first duly sworn by me, deposes and states the following:

1. She is president of APCO Construction, Inc., an Ohio Corporation; and
2. APCO Construction, Inc., as owner of certain premises located in Boardman Township, County of Mahoning and State of Ohio, has determined to dedicate a portion of said premises described as Parcel No. 2 as referred to in the Declaration of Condominium Ownership in Deed Volume 3695, Page 226 et seq., as filed with the Mahoning County Recorder on June 5, 1998, pursuant to Article 16 of said Declaration of Condominium Ownership; and
3. Article 17 of said Declaration of Condominium Ownership requires that before an amendment to add additional property may be filed for record in Mahoning County, notice by Certified Mail must be sent to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership; and
4. On or before October 14th, 1999, on behalf of APCO Construction, Inc., she caused to be sent such certified notice containing a copy of the Third Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership.

Further Affiant sayeth naught.


 Ann Marie Profanchik, President
 APCO Construction, Inc., an Ohio Corporation

SWORN to before me and SUBSCRIBED in my presence, this 14th day of October, 1999.


 Notary Public

JOANN A. ROSS
 NOTARY PUBLIC, STATE OF OHIO
 COMM. EXPIRES 6-29-2004



CONSENT OF MORTGAGEE

The undersigned, First Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, is mortgagee of the premises described in the within Third Amendment to the Declaration of Condominium Ownership by virtue of a Mortgage Deed executed by APCO Construction, Inc., an Ohio Corporation, as recorded in the Mortgage Records of the Recorder of Mahoning County in Volume 2114, Page 41.

Oct.

The undersigned hereby consents this 8th day of ~~May~~ October, 1999, to the execution and delivery of the foregoing Third Amendment of Declaration of Condominium Ownership, with Amended Drawings incorporated therein and exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio.

Signed and acknowledged in
the presence of:

FIRST FEDERAL SAVINGS BANK
OF YOUNGSTOWN

Robin Radowick
Robin Radowick

By David S. Hinkle
David S. Hinkle
its Vice President

Kim Wadman
Kim Wadman

By Randy Shaffer
Randy Shaffer
its Vice President

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared DAVID S. HINKLE, the VICE PRESIDENT, and RANDY SHAFFER, the VICE PRESIDENT of First Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Youngstown Ohio, on this 8th day of October, 1999.

Janet S. Byrne
Notary Public

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

JANET S. BYRNE, Notary Public
State of Ohio
My Commission Expires 8/12/2003

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

This will certify that copies of this Amendment, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor of Mahoning County, Ohio on _____, 2001.

By: _____
DEPUTY AUDITOR

THIS INSTRUMENT PREPARED BY:
RICHARD J. MASTRIANA, ESQ.
860 Boardman-Canfield Road
Suite 204
Boardman, Ohio 44512
Phone: (330) 726-8300

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in Deed Volume 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation, hereinafter referred to as "Grantor"; and

WHEREAS, a certain instrument entitled First Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 3902, Page 53 et seq., and in Plat Volume 96, Pages 84-87 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said First Amendment was filed on October 30, 1998 by Grantor; and

WHEREAS, a certain instrument entitled Second Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4174, Page 75 et seq., and in Plat Volume 97, Pages 56-61 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Second Amendment was filed on May 17, 1999 by Grantor; and

WHEREAS, a certain instrument entitled Third Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4383, Page 210 et seq., and in Plat Volume 98, Pages 25 et seq. in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Third Amendment was filed on October 22, 1999 by Grantor; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the unit owners named in Exhibit "A" are hereinafter referred to as "Unit Owners", and the mortgagees named in Exhibit "A" of said Unit Owners are hereinafter referred to as the "Mortgagees"; and

WHEREAS, Grantor is, pursuant to Article 17 of said Declaration, the duly appointed and acting Attorney-in-Fact of each of the Unit Owners and Mortgagees, for the purpose of executing, acknowledging, and recording (i) for and in the name of each such Unit Owner, such amendments to the Declaration as are contemplated by Article 16 thereof, and (ii) for and in the name of each such Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 16 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit a portion of Parcel No.2, as described and defined in Exhibit "A(2)" of said Declaration, together with the improvements thereon constructed as described in Exhibit "B(1)" attached hereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, the remaining portion of Parcel 2 (as originally described in Exhibit "A(2)" of said Declaration) is also intended for use as future sites of improvements to be submitted to the provisions of the Declaration and of Chapter 5311 of Ohio Revised Code, and is described in Exhibit "B(2)" attached hereto and made a part hereof.

NOW, THEREFORE, Grantor hereby declares:

1. All terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in said Declaration:

2. Grantor is the owner of that portion of Parcel No.2 described on Exhibit "B(1)" which together with all buildings and other improvements located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property;

3. The Declaration is hereby amended in accordance with the provisions of Articles 16 and 17 thereof, in the following respects:

(a) Article 4 of the Declaration is hereby deleted and the following is hereby substituted in lieu thereof:

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and a portion of Parcel No.2 as described in Exhibit "B(1)" and the Buildings and other improvements located thereon, including, without limitation, eighteen (18) one story residential structures containing a total of thirty-six (36) Units, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 and a portion of Parcel No.2, are

constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604 square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

(b) The Drawings, attached as Exhibit "C" to the Declaration and filed in Plat Volume 95, Pages 125-128, and referred to in Article 1, B.(xiv) thereof, are hereby amended by adding thereto and making a part hereof, the Drawings (hereinafter referred to as "Fourth

Amendment Drawings") prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to that portion of Parcel No.2 described on Exhibit B(1) hereto, and the Buildings and other improvements located thereon, which Fourth Amendment Drawings are identified as Exhibit "C" and attached to this Fourth Amendment.

(c) Article 6, B of the Declaration relating only to each Unit's respective percentage of interest in the Common Elements as set forth in Exhibit "D" of the Declaration is hereby deleted and Exhibit "D" attached hereto is substituted in lieu thereof.

(d) Each Unit's percentage of interest in the Common Elements has been determined by Grantor in accordance with the Condominium Act based on the proportion of the square footage of each Unit, excluding garages and porches, as such Unit bears to the aggregate square footage of all Units, excluding garages, porches, and basements, as of the date this First Amendment was filed for record.

4. Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect.

5. Consent to this Fourth Amendment to the Declaration of Condominium Ownership on behalf of the Unit Owners and on behalf of the Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Article 17 of the Declaration.

IN WITNESS WHEREOF, the Grantor, APCO Construction, Inc., an Ohio Corporation,
by its president, Ann Marie Profanchik, thereunto duly authorized, has executed this Fourth
Amendment this 29th day of May, 2001.

Signed and acknowledged
in the presence of:

APCO Construction, Inc.

Richard J. Mastriana
Richard J. Mastriana
Print Name

By Ann Marie Profanchik
ANN MARIE PROFANCHIK, President

Gloria J. DeLorenzo
Gloria J. DeLorenzo
Print Name

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation, and the free act and deed of herself as its duly authorized officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman, Ohio, this 29th day of May, 2001.

Richard J. Mastriana
Notary Public
Richard J. Mastriana

My Commission has no
Expiration Date

PORTION OF PARCEL NO. 2 SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

Phase 5 - Parcel 1

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

Known as being part of Section No. 25, Division 4 in said Boardman Township and being further bounded and described as follows:

Beginning at the northeasterly corner of Lot No. 457 in B.E. Taylor's Woodland Allotment as recorded in Volume 13, Page 45 of the Mahoning County Record of Plats;
Thence along the northerly line of said Woodland Allotment, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to a point;
Thence North 03 degrees 28 minutes 41 seconds East a distance of 130.00 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 30.07 feet to a point;
Thence North 59 degrees 24 minutes 20 seconds East a distance of 73.99 feet to a point;
Thence North 33 degrees 44 minutes 43 seconds East a distance of 49.33 feet to a point;
Thence South 63 degrees 57 minutes 00 seconds East a distance of 232.53 feet to a point on the westerly line of Auburn Hills Plat No. 5;
Thence by the next two courses along said westerly line, South 13 degrees 15 minutes 10 seconds West a distance of 30.00 feet to a point;
Thence South 03 degrees 15 minutes 37 seconds West a distance of 94.00 feet to the **Point of Beginning** and containing within said bounds 1.230 acres of land.

Phase 5 - Parcel 2

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

Known as being part of Section No. 25, Division 4 in said Boardman Township and being further bounded and described as follows:

Commencing at the northeasterly corner of Lot No. 457 in B.E. Taylor's Woodland Allotment as recorded in Volume 13, Page 45 of the Mahoning County Record of Plats;
Thence along the northerly line of said Woodland Allotment, North 86 degrees 44 minutes 23 seconds West a distance of 326.21 feet to a point;
Thence North 03 degrees 28 minutes 41 seconds East a distance of 130.00 feet to a point;
Thence North 86 degrees 30 minutes 19 seconds West a distance of 65.57 feet to the true **Point of Beginning**;

Thence continuing North 86 degrees 30 minutes 19 seconds West a distance of 103.42 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 112.11 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 103.42 feet to a point;
Thence South 03 degrees 29 minutes 41 seconds West a distance of 112.11 feet to the **Point of Beginning** and containing within said bounds 0.266 acres of land.

EXHIBIT "B(1)"

**PORTION OF PARCEL NO. 2 NOT SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE**

Expandable Area

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

Known as being part of Section No. 25, Division 4 in said Boardman Township and being further bounded and described as follows:

Beginning at an iron pin found at the northwesterly corner of Lot No. 85 in Auburn Hills Plat No. 5 as recorded in Volume 92 at Page 169 of the Mahoning County Record of Plats;
Thence by the next two courses along said Plat No. 5, South 03 degrees 15 minutes 37 seconds West a distance of 197.12 feet to a point;
Thence South 13 degrees 15 minutes 10 seconds West a distance of 165.15 feet to a point;
Thence North 63 degrees 57 minutes 00 seconds West a distance of 232.53 feet to a point;
Thence South 33 degrees 44 minutes 43 seconds West a distance of 49.33 feet to a point;
Thence South 59 degrees 24 minutes 20 seconds West a distance of 73.99 feet to a point;
Thence North 89 degrees 30 minutes 19 seconds West a distance of 95.64 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 112.11 feet to a point;
Thence North 86 degrees 30 minutes 19 seconds West a distance of 23.42 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 232.00 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 17.06 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 69.67 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 67.00 feet to a point;
Thence South 70 degrees 29 minutes 31 seconds East a distance of 44.00 feet to a point;
Thence South 21 degrees 38 minutes 34 seconds West a distance of 69.00 feet to a point;
Thence South 68 degrees 21 minutes 26 seconds East a distance of 95.00 feet to a point;
Thence North 21 degrees 38 minutes 34 seconds East a distance of 73.00 feet to a point;
Thence South 56 degrees 25 minutes 21 seconds East a distance of 58.00 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 75.00 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 8.00 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 104.06 feet to the **Point of Beginning** and containing within said bounds 3.326 acres of land.

EXHIBIT "B(2)"

EXHIBIT "C"

To Fourth Amendment to Declaration of Condominium Ownership
for Walnut Grove Condominium

REFERENCE TO DRAWINGS

The drawings attached hereto are reduced and are furnished for ease of reference.

The particulars of the land, buildings and other improvements, including but not limited to, the layout, location, designation, dimension of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Fourth Amendment Drawings incorporated in the Fourth Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium, by reference as Exhibit "C", prepared and bearing the certified statements of Haven R. Grover, Western Reserve Land Consultants, 20 East McKinley Way, Poland, Ohio 44514, Registered Surveyor No. 6971 and James R. Dundon, Registered Engineer No. 29844, 20 East McKinley Way, Poland, Ohio 44514 as required by the Condominium Act of the State of Ohio.

Such set of Fourth Amendment Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Mahoning County, Ohio simultaneously with the recording of the Fourth Amendment to the Declaration.

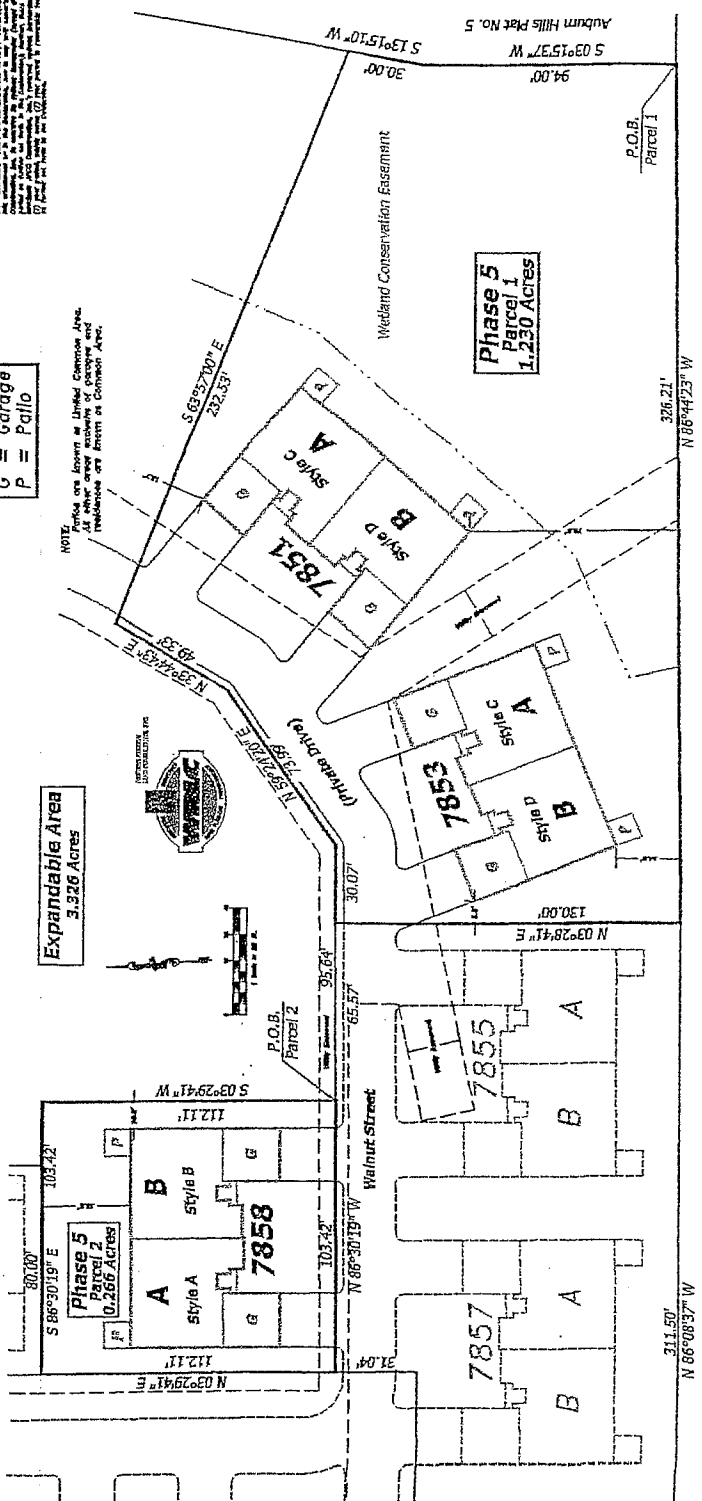
WALNUT GROVE CONDOMINIUM PHASE 5

Part of Section No. 25, 4th Div.,
Boardman Township
Meander County, Ohio

APCO Constructors, Inc.
c/o Andy Prokhorik
5084 Bay Hill Drive
Cincinnati, Ohio 45246
Phone: 330-758-3600

WESTERN RESERVE LAND CONSULTANTS, INC.
10000 Woodloch Forest Drive
Cincinnati, Ohio 45246
Phone: 330-758-3600

Exhibit "C"

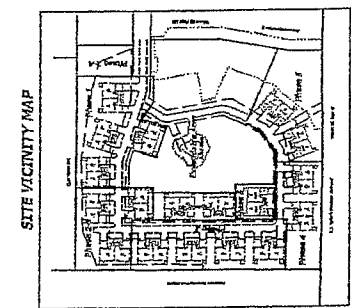


LEGEND
G = Garage
P = Patio

NOTE:
All areas are shown as Unified Conservation Areas.
All areas are shown as Unified Conservation Areas.
All areas are shown as Unified Conservation Areas.

GENERAL NOTES:
1. The boundaries of the lots shown on this plan are based on the survey of the land shown on the attached plat of the Boardman Township, Meander County, Ohio, recorded in the Public Records of Meander County, Ohio, Book 10, Page 100. The boundaries of the lots shown on this plan are based on the survey of the land shown on the attached plat of the Boardman Township, Meander County, Ohio, recorded in the Public Records of Meander County, Ohio, Book 10, Page 100.

GENERAL NOTES:
1. The boundaries of the lots shown on this plan are based on the survey of the land shown on the attached plat of the Boardman Township, Meander County, Ohio, recorded in the Public Records of Meander County, Ohio, Book 10, Page 100. The boundaries of the lots shown on this plan are based on the survey of the land shown on the attached plat of the Boardman Township, Meander County, Ohio, recorded in the Public Records of Meander County, Ohio, Book 10, Page 100.



GENERAL NOTES:
1. The boundaries of the lots shown on this plan are based on the survey of the land shown on the attached plat of the Boardman Township, Meander County, Ohio, recorded in the Public Records of Meander County, Ohio, Book 10, Page 100. The boundaries of the lots shown on this plan are based on the survey of the land shown on the attached plat of the Boardman Township, Meander County, Ohio, recorded in the Public Records of Meander County, Ohio, Book 10, Page 100.

DAVID S. KIRALY
ARCHITECT, INC.
578 TERRACE ROAD, BUILDING B, SUITE 120
CANTON, OHIO (216) 343-1211



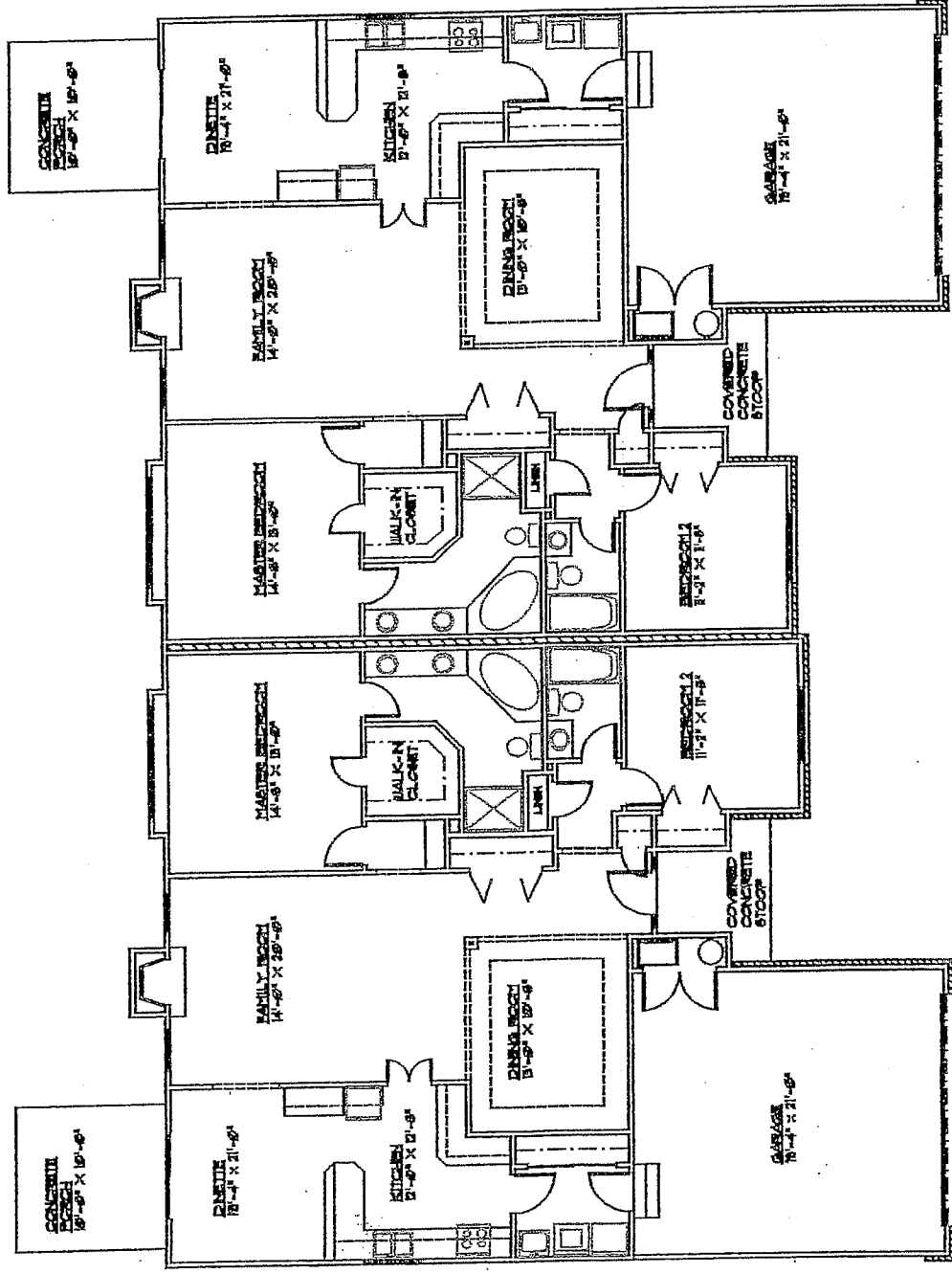
PROJECT TITLE
PROPOSED DUPLEX
CONDOMINIUMS FOR
APCO CONSTRUCTION

SCALE
1/4" = 1'-0"
DATE
10/1/78

OWNER
FILE NAME
PROJECT NAME

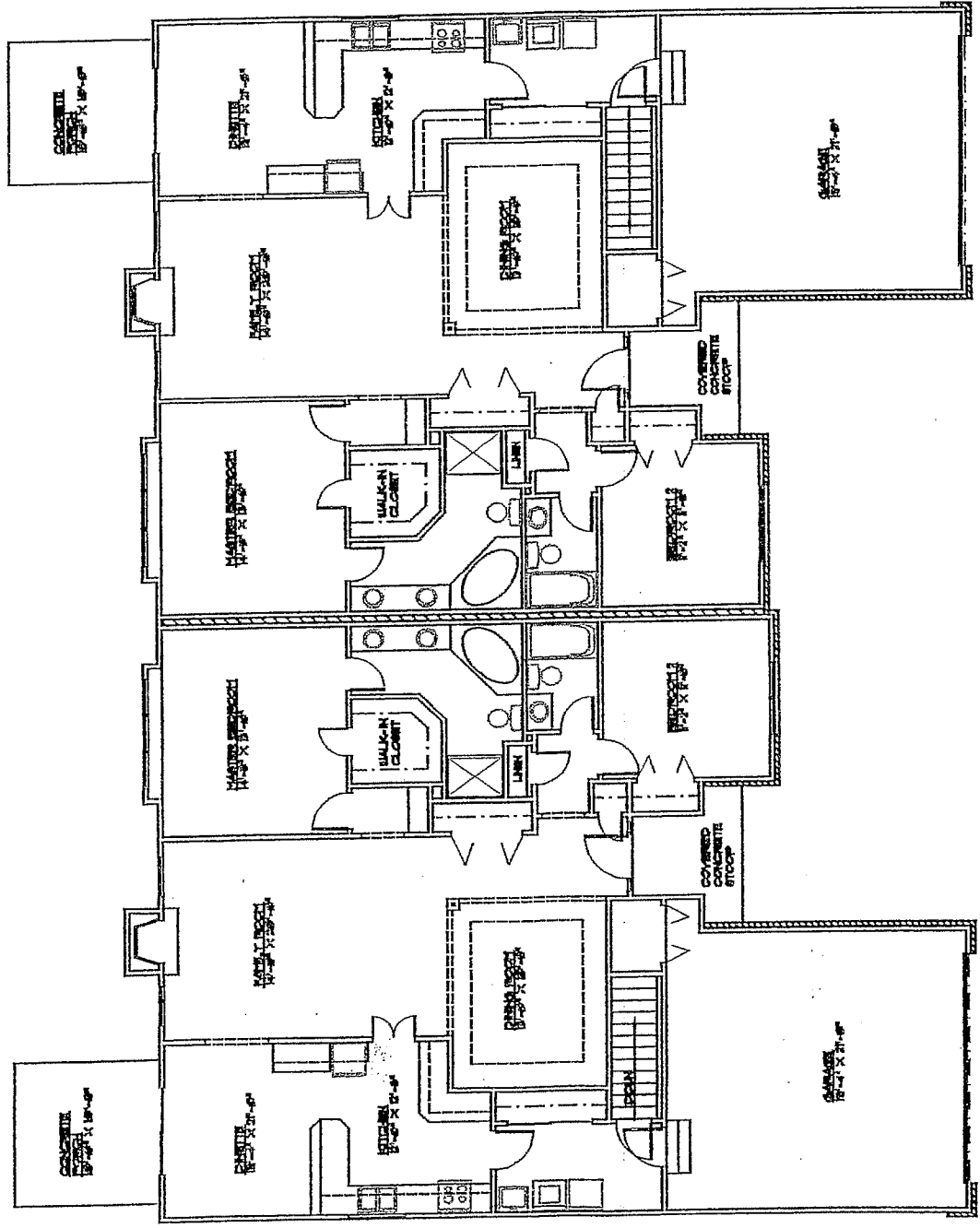
FLOOR PLAN
SHEET NO.

A-1



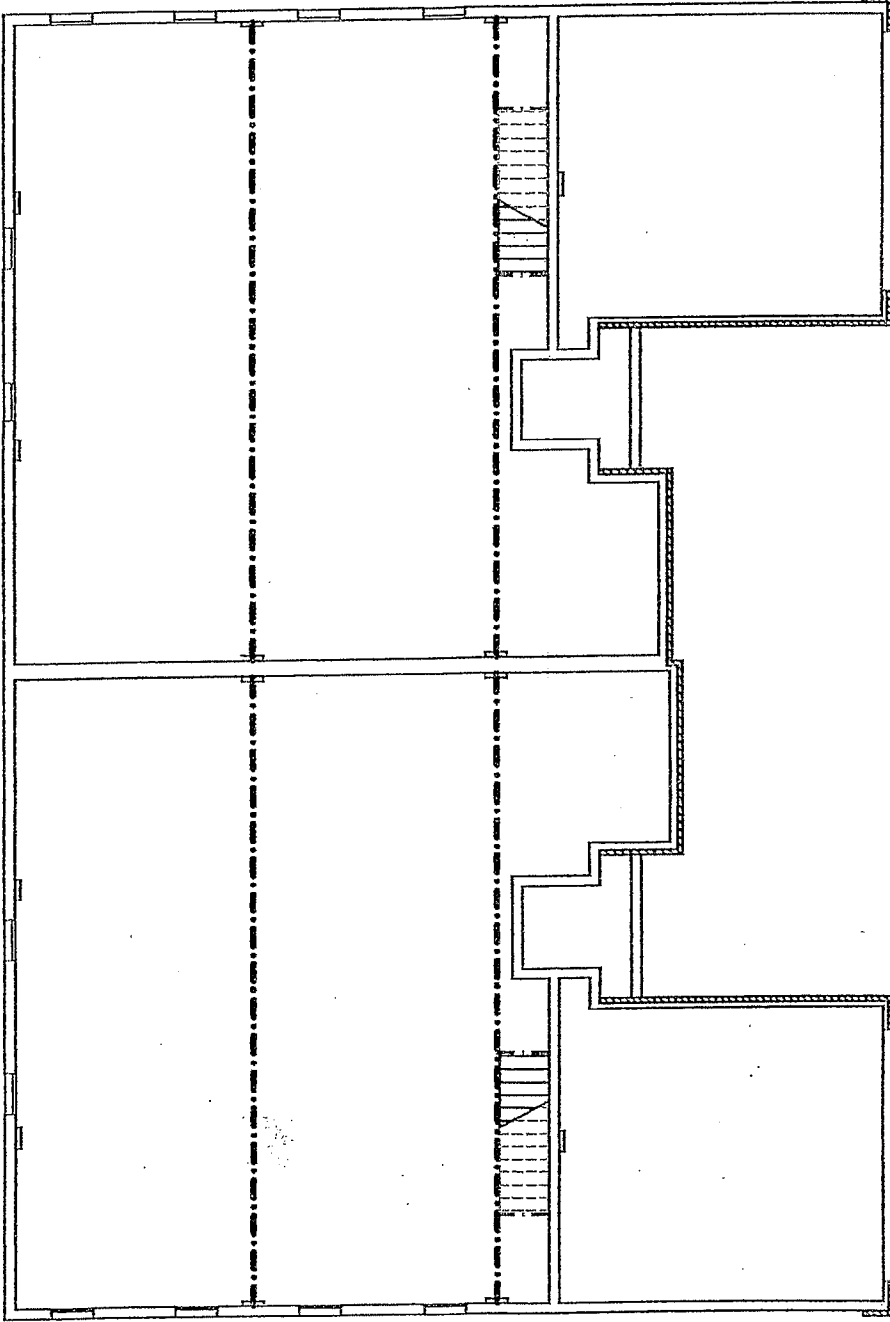
BUILDING ADDRESS:
7858B WALNUT ST.
BOARDMAN TOWNSHIP, OHIO
STYLE B
1804 SQ. FT.

BUILDING ADDRESS:
7858A WALNUT ST.
BOARDMAN TOWNSHIP, OHIO
STYLE A
1804 SQ. FT.



BUILDING ADDRESS:
 1851B, 1853B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE D - HAS BASEMENT
 1464 SQ. FT.

BUILDING ADDRESS:
 1851A, 1853A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE C - HAS BASEMENT
 1464 SQ. FT.



BASEMENT PLAN
1/4" = 1'-0"

BUILDING ADDRESS:
 7851B, 7853B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE D - HAS BASEMENT
 1864 SQ. FT.

BUILDING ADDRESS:
 7851A, 7853A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE C - HAS BASEMENT
 1864 SQ. FT.

DAVID S. KIRALY
 ARCHITECT, INC.
 4113 TERRACAZZO ROAD, BUILDING 19, SUITE 103
 CANTON, OHIO
 (714) 855-7211



PROJECT TITLE
 PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION

SCALE 1/4" = 1'-0"
 DATE 10/2/98
 SHEET NO. A-3
 FILE NAME APCO
 SHEET NAME

WALNUT
 PLAN
 D

SHEET NO.
 A-3

EXHIBIT "D"

PERCENTAGE OF OWNERSHIP OF COMMON AREAS

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
C	7851A Walnut Street	1,604	2.83%
D	7851B Walnut Street	1,604	2.83%
C	7853A Walnut Street	1,604	2.83%
D	7853B Walnut Street	1,604	2.83%
C	7855A Walnut Street	1,604	2.83%
D	7855B Walnut Street	1,604	2.83%
C	7857A Walnut Street	1,604	2.83%
D	7857B Walnut Street	1,604	2.83%
A	7858A Walnut Street	1,504	2.65%
B	7858B Walnut Street	1,504	2.65%
C	7859A Walnut Street	1,604	2.83%
D	7859B Walnut Street	1,604	2.83%
C	7861A Walnut Street	1,604	2.83%
D	7861B Walnut Street	1,604	2.83%
A	7862A Walnut Street	1,504	2.64%
B	7862B Walnut Street	1,504	2.64%
C	7863A Walnut Street	1,604	2.83%
D	7863B Walnut Street	1,604	2.83%
C	7865A Walnut Street	1,604	2.83%

D	7865B Walnut Street	1,604	2.83%
A	7866A Walnut Street	1,504	2.64%
B	7866B Walnut Street	1,504	2.64%
C	7867A Walnut Street	1,604	2.83%
D	7867B Walnut Street	1,604	2.83%
C	7869A Walnut Street	1,604	2.83%
D	7869B Walnut Street	1,604	2.83%
C	7871A Walnut Street	1,604	2.83%
D	7871B Walnut Street	1,604	2.83%
A	7872A Walnut Street	1,504	2.64%
B	7872B Walnut Street	1,504	2.64%
C	7873A Walnut Street	1,604	2.83%
D	7873B Walnut Street	1,604	2.83%
C	7875A Walnut Street	1,604	2.83%
D	7875B Walnut Street	1,604	2.83%
A	7876A Walnut Street	1,504	2.64%
B	7876B Walnut Street	<u>1,504</u>	<u>2.64%</u>
	TOTAL:	56,744	100.00%

Note: Unit square footage was based upon livable square footage only, and does not include porches, garages, or basements.)

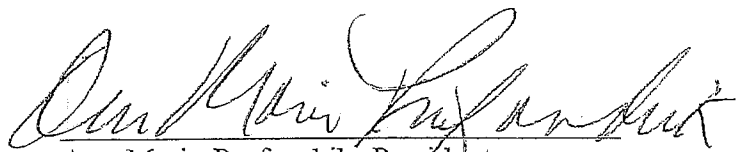
STATE OF OHIO)
) SS:
MAHONING COUNTY)

AFFIDAVIT

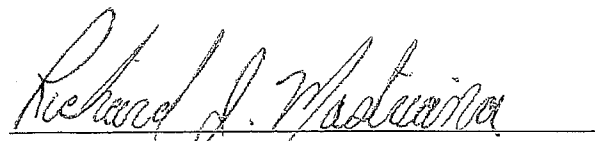
BEFORE ME, a Notary Public in and for the above County and State, personally appeared the undersigned, Ann Marie Profanchik, who being first duly sworn by me, deposes and states the following:

1. She is president of APCO Construction, Inc., an Ohio Corporation; and
2. APCO Construction, Inc., as owner of certain premises located in Boardman Township, County of Mahoning and State of Ohio, has determined to dedicate a portion of said premises described as Parcel No. 2 as referred to in the Declaration of Condominium Ownership in Deed Volume 3695, Page 226 et seq., as filed with the Mahoning County Recorder on June 5, 1998, pursuant to Article 16 of said Declaration of Condominium Ownership; and
3. Article 17 of said Declaration of Condominium Ownership requires that before an amendment to add additional property may be filed for record in Mahoning County, notice by Certified Mail must be sent to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership; and
4. On or before May 29th, 2001, on behalf of APCO Construction, Inc., she caused to be sent such certified notice containing a copy of the Fourth Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership.

Further Affiant sayeth naught.


Ann Marie Profanchik, President
APCO Construction, Inc., an Ohio Corporation

SWORN to before me and SUBSCRIBED in my presence, this 29th day of May, 2001.


Notary Public
Richard J. Mastriana
My Commission has no
Expiration Date

WALNUT GROVE CONDOMINIUM
Boardman Township, Ohio

CONSENT OF MORTGAGEE

The undersigned, First Place Bank fka First Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, is mortgagee of the premises described in the within Fourth Amendment to the Declaration of Condominium Ownership by virtue of a Mortgage Deed executed by APCO Construction, Inc., an Ohio Corporation, as recorded in the Mortgage Records of the Recorder of Mahoning County in Volume 2114, Page 41.

The undersigned hereby consents this 23rd day of May, 2001, to the execution and delivery of the foregoing Fourth Amendment of Declaration of Condominium Ownership, with Amended Drawings incorporated therein and exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio.

Signed and acknowledged in
the presence of:

FIRST PLACE BANK

Robin Radowick
Robin Radowick

By David S. Hinkle
David S. Hinkle
its Senior Vice President

Kim Wadman
Kim Wadman

By Mark S. Makoski
Mark S. Makoski
its Vice President

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared David S. Hinkle, the Senior Vice President, and Mark S. Makoski, the Vice President of First Place Bank, a Corporation organized under the laws of the United States of America, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Youngstown, Ohio, on this 23rd day of May, 2001.

Janet J. Byrne
Notary Public

This Instrument Prepared By:
Richard J. Mastriana, Esq.
860 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

JANET J. BYRNE, Notary Public
State of Ohio
My Commission Expires 8/12/2003

PUBLIC OFFERING STATEMENT FOR
WALNUT GROVE CONDOMINIUM
BOARDMAN TOWNSHIP

(An Expandable Condominium Development)

IMPORTANT MATTERS TO BE CONSIDERED
IN ACQUIRING A CONDOMINIUM UNIT
ARE SET FORTH IN THIS DOCUMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFERENCE SHOULD BE MADE TO THE CONDOMINIUM INSTRUMENTS, THIS PUBLIC OFFERING STATEMENT AND ITS EXHIBITS.

(Revised - For Use with Fourth Amendment - Phase 5)

PREFACE

This Disclosure Statement is offered in compliance with Section 5311.26 of the Ohio Revised Code which relates to the disclosure of all material circumstances or features affecting the purchase of a Condominium Ownership Interest in Walnut Grove Condominium, Boardman Township, Ohio ("Condominium Development"). This Disclosure Statement is prepared in accordance with the sections and subsections of Section 5311.26 of the Ohio Revised Code.

Except as otherwise set forth herein, all words and terms used herein shall have the same respective meanings as specified in the Declaration of Condominium Ownership for Walnut Grove Condominium (the "Declaration"), a copy of which Declaration, amendments, if any, to the Declaration, together with a copy of the By-Laws of the Condominium, amendments, if any, to the By-Laws, and a copy of the Drawings and amendments, if any, to the Drawings of Walnut Grove Condominium (the "By-Laws" and the "Drawings", respectively) have been delivered to each purchaser of a Unit or have been made available for each purchaser's review.

PUBLIC OFFERING & DISCLOSURE STATEMENT

(Prepared in Compliance with Section
5311.26 of the Ohio Revised Code)

GENERAL INFORMATION

This Public Offering Statement is intended to contain a full and accurate presentation of all material circumstances and features affecting Walnut Grove Condominium. Each prospective purchaser of a Unit is urged to review this Statement carefully before entering into a purchase agreement for the purchase of a Unit. Each prospective purchaser should recognize, however, that the Developer reserves the right to amend, supplement or withdraw Statement at any time prior to the time that the Developer legally accepts a purchase agreement from each such prospective purchaser.

This Public Offering Statement may be relied upon only by a prospective purchaser of a Unit in Walnut Grove Condominium who buy their Unit from the Developer. Prospective purchasers should rely only upon the information, representations and other matters which are set forth in this Statement or in any of the other written documents which relate to Walnut Grove Condominium. No person has been authorized by the Developer to make any oral representations or an agreement with the respect to the development, construction, sale, management, use, operation or any other aspect of Walnut Grove Condominium which is not expressly set forth in this Statement or in any of such other written documents. The material contained in this Public Offering Statement is not subject to any verbal amendment or supplement; only those amendments or supplements which are contained in a written document signed or furnished by the Developer will be binding upon the Developer.

FORMAT

The information regarding Walnut Grove Condominium which is required to be furnished to prospective purchasers of Units in Walnut Grove Condominium has been assembled in this Public Offering Statement in a manner which is intended to be informative and useful. This Public Offering Statement describes the material circumstances and features affecting Walnut Grove Condominium. The Condominium documents include the Declaration of Condominium Ownership, together with any amendments thereto filed or to be filed in Mahoning County Records, (which together with the attached By-Laws and Drawings is hereinafter referred to as the "Declaration"). In the event of any inconsistency between the body of this Public Offering Statement and the Condominium documents, the Condominium documents will control.

Each Purchaser should recognize that the narrative body of this Public Offering Statement represents only a general summary of those matters which are otherwise addressed in the Condominium documents and that a complete review of all such documents is necessary in order to fully understand the matters which are otherwise addressed in the Condominium documents and that a complete review of all of such documents which are necessary in order to fully

understand the matters which are discussed in the body of this Public Offering Statement.

A. Condominium Development Name and Address:

Walnut Grove Condominium Association
Walnut Drive
Boardman, Ohio 44512

Developer:

APCO Construction, Inc.
5684 Bay Hill Drive
Canfield, Ohio 44406
Telephone No. (330) 758-3600

Development Manager:

APCO Construction, Inc.
5684 Bay Hill Drive
Canfield, Ohio 44406
Phone No. (330) 758-3600

B. General Description of the Development:

Walnut Grove Condominium is an expandable residential condominium development of one story condominium units, with private access drives and green areas.

The first phase of the development consisted of four (4) Buildings containing eight (8) units. The second phase of the development consists of three (3) Buildings containing six (6) units. The third phase of the development consisted of four (4) Buildings containing eight (8) units. The fourth phase of the development consisted of four (4) Buildings containing eight (8) units. The fifth phase of the development consists of three (3) buildings containing six (6) units. Ten Units of in Phases I, II, III, IV, and V have a size of 1,504 square feet each, and twenty-six Units in Phases I, II, III, IV, and V contain 1,604 square feet each (as shown on the plan referred to herein), excluding porches, garages, and basements.

There are four (4) types of Units in Phases I, II, III, and IV.

All Units are designated as Style A, B, C, or D on the Drawings.

The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout.

All Units reflect a continuity of design by use of brick veneer and vinyl siding exteriors. The interior of each Unit, subject to certain restraints and limitations, may be custom designed. These interior design variations, together with the selection of optional items, such as appliances, fixtures and finishes preclude stating a standard price for each type of Unit.

The total number of Units that may be included in Walnut Grove Condominium due to future expansion is forty-eight (48). Future Units may be constructed in one or more additional phases.

Each Unit Owner will hold title in fee simple in his or her Unit (consisting generally of the residential and garage space, together with components and elements serving only such spaces) and will possess an undivided interest in the Common Areas and Facilities (consisting generally of the land and all structures, driveways and other improvements situated therein, but excluding the Units) as tenants in common with other Unit Owners.

In accordance with and to the extent permitted by law, a one (1) bedroom Unit shall be occupied by not more than two (2) persons, a two (2) bedroom Unit shall be occupied by not more than four (4) persons, and a three (3) bedroom Unit shall be occupied by not more than six (6) persons.

C. Status of Development:

The first, second, and third and fourth phases of Walnut Grove Condominium have been completed. The fifth phase of Walnut Grove Condominium has commenced. Two (2) units in Phase V are substantially completed. Two (2) units will be completed by the end of October, 2001 and the remaining two (2) units in Phase V will be completed by the end of December 2001, barring unforeseen problems such as weather conditions, material shortages, strikes or other causes beyond the control of the Developer. It is anticipated that the Common Areas and Facilities for the fourth phase will be completed at the same time.

Walnut Grove Condominium meets the zoning requirements for multi-family residential structures such as the type condominium units being constructed. A site plan, a copy of which is attached hereto as Exhibit "A", sets forth the design of the maximum number of Units that may be included in Walnut Grove Condominium. It is anticipated that there will be twenty-four (24) buildings. The Developer reserves the right to amend, alter or modify the site plan as conditions and zoning regulations may warrant.

Walnut Grove Condominium complies with all Federal, State and local statutes and regulations. Approval has not yet been sought for construction of the structures, driveways and other improvements to be erected in any subsequent phase or phases, but the Township of Boardman, Ohio, has approved the general plan for such additional phase or phases.

In the event the Developer elects to construct additional condominium Units on the Additional Property or portions thereof, as is set forth in the Declaration of Walnut Grove

Condominium, it shall have the right to do so at any time within seven (7) years following the recording of the Declaration in the Mahoning County Recorder's Office subject to the option of the Developer to renew the right for an additional seven (7) year period exercisable by the Developer within six (6) months prior to the expiration of the seven (7) year period and with the consent of the majority of the Unit Owners other than the Developer.

D. Financing:

The purchaser must obtain his or her own financing. The Developer does not offer any financing terms or arrangements for Walnut Grove Condominium.

E. Warranties:

The Developer provides a two-year warranty for Walnut Grove Condominium covering the full cost of labor and materials for any repair or replacement of roof and structural components and, mechanical, electrical, plumbing and common service elements serving the condominium property or additional property as a whole occasioned or necessitated by a defect in material or workmanship.

The Developer provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

In the case of an expandable condominium development such as Walnut Grove Condominium, the two-year warranty shall commence for property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Property, and for any Additional Property submitted by amendment to the Declaration, on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Additional Property; in either case to a purchaser in good faith for value.

The one-year warranty shall commence on the date the deed or other evidence of ownership is filed for record, following the first sale of a condominium Ownership Interest to a purchaser in good faith for value.

In the case of ranges, refrigerators, disposals, dishwashers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Developer, the Developer assigns the express and implied warranties of the manufacturers to the Unit Owner. The assignment of these warranties satisfies the Developer's obligation as to the above appliances. The Developer's warranty is limited to the installment of the appliances.

In the case of trees, shrubbery, and other landscaping installed by Grantor, the Grantor provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of said items. The one-year warranty shall commence for each phase on the date

the deed or other evidence of ownership is filed for record for each phase, following the first sale of a condominium Ownership Interest to a Purchaser in good faith for value for said phase.

All warranties made to the Developer that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities are hereby expressly assigned to the purchaser.

The exclusive remedy for breach of any of the foregoing shall be the repair of such defect or the replacement of such defective component or element by the Developer. Any claim for breach of warranty not made within twenty-four (24) hours after expiration of the applicable warranty period by a Unit Owner in writing, addressed to APCO Construction, Inc., 5684 Bay Hill Drive, Canfield, Ohio 44406, shall be deemed waived by such Unit Owner.

THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF SUCH DEFECT.

F. Two Year Projection of Annual Expenditures Necessary to Operate and Maintain the Common Areas and Facilities of Walnut Grove Condominium, and Complete Statements of Estimated Monthly Cost Per Unit for Such Two Year Period:

The two-year projection of annual expenditures necessary to operate and maintain the Common Areas and Facilities of Walnut Grove Condominium and the monthly cost per unit as prepared by the Developer is attached hereto as Exhibit "B". The two year projection sets forth the specific assumptions and bases used in the projection together with a complete statement of estimated monthly cost per Unit for such two-year period.

G. Significant Provisions for Management of Walnut Grove Condominium:

Walnut Grove Condominium Unit Owners Association, Inc., an Ohio non-profit corporation, is the Unit Owners' association for Walnut Grove Condominium and was established by the Developer upon the filing of its Articles of Incorporation in the office of the Secretary of State of Ohio.

Each Unit Owner, upon acquiring an Ownership Interest in a Unit within the Condominium Property as presently constituted or enlarged by the additional Units as may be added, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his or her Ownership Interest at which time the new Owner or the Units shall automatically become a member of the Association.

There shall be one voting member for each Unit Ownership. Such voting member may be the Owner or the group composed of all the Owners of a Unit. The total number of votes of all voting members shall be one hundred (100) and each Owner or group of Owners shall be

entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas and Facilities applicable to his or her or their Unit Ownership as set forth in the Declaration. The percentage of interest is calculated as to the proportion of the square footage of each Unit as it bears to the aggregate square footage of all Units. In the event additional Units are added to Walnut Grove Condominium, the respective percentages shall be changed in proportion to the then aggregate square footage of all Units.

The administration of the Common Areas and Facilities of the Condominium Property shall be by the Association and shall be in accordance with the provisions of the Declaration and By-Laws. Except as otherwise provided by law, the Declaration or the By-Laws, all power and authority of the Association shall be exercised by the Board of Managers which shall consist of not less than three (3) nor more than five (5) persons, all of which must be members of the Association.

During the construction phases of Walnut Grove Condominium, the Developer has retained the right to control the Association in accordance with applicable Ohio law. The Developer will turn over control of the Association to the members pursuant to the provisions of Article 19 of the Declaration.

The Association, in general, is responsible for the management, repair, alteration and improvement of the Common Area and Facilities and for the portions of Units that contribute to the support of the Buildings, as well as certain of the conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service.

Each Unit Owner, in general, shall be responsible for the maintenance, repair and replacement of his or her respective Unit and all internal installations such as appliances, heating, plumbing, electrical and air conditioning. Further, each Unit Owner shall be responsible for the repair, maintenance and replacement of the porch, windows, doors, vestibules and entryway which are limited to his or her Unit and are for his or her exclusive use.

In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or the By-Laws, the Board of Managers, for and on behalf of the Association, may do the following:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer and dispose of property of any description or any interest therein.
- (b) Make Contracts.
- (c) Effect insurance.
- (d) Borrow money, and issue, sell and pledge notes, bonds and other evidence of indebtedness of the Association.

(e) Levy assessments against Unit Owners.

(f) Employ a managing agent to perform such duties and services as the Board may authorize.

(g) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.

(h) Do all things permitted by law and exercise all power and authority within the purposes stated in the By-Laws or the Declaration or incidental thereto.

(i) It shall be the duty of the Board to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the voting power of the members who are entitled to vote.

The Association will purchase and provide fire and extended coverage insurance for the Buildings and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association.

EACH UNIT OWNER SHOULD OBTAIN INSURANCE AT HIS OR HER OWN EXPENSE, AFFORDING COVERAGE UPON HIS OR HER PERSONAL PROPERTY AND FOR HIS OR HER PERSONAL LIABILITY AND AS MAY BE REQUIRED BY LAW AND SHOULD OBTAIN CASUALTY INSURANCE AT HIS OR HER OWN EXPENSE UPON ANY IMPROVEMENTS IN HIS OR HER UNIT IN WHICH HE OR SHE WOULD HAVE AN INSURABLE INTEREST IN EXCESS OF HIS OR HER INTEREST IN THE CASUALTY INSURANCE POLICY PURCHASED BY THE ASSOCIATION.

EACH OWNER SHOULD CONSULT WITH AN INSURANCE AGENT TO DETERMINE WHAT INSURANCE COVERAGE MAY BE NECESSARY OR DESIRABLE. THE INSURANCE INDUSTRY HAS INSURANCE COVERAGE SPECIFICALLY DESIGNED FOR CONDOMINIUM UNIT OWNERS. THE INSURANCE PROVIDED THROUGH THE ASSOCIATION, IN GENERAL, DOES NOT INSURE A UNIT OWNER'S CARPETING, WALL COVERING, CABINETS AND OTHER FIXTURES INSTALLED WITHIN THE UNIT.

The Condominium instruments are binding legal documents and, except for the addition of future Units and Parcels of land or portions thereof that may be made as provided in the Declaration, such documents may not be altered or amended unless at least seventy-five (75%) percent of the members of the Association consent to such alteration or amendment. Certain provisions of the documents cannot be altered or amended unless one hundred (100%) percent of the members of the Association consent.

The documents may be amended or altered effective upon the filing for record with the

County Recorder 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 the number of members of the Association having such aggregate interest in the Common Areas and Facilities as may be required by Chapter 5311 of the Ohio Revised Code. In the case of an amendment for the purpose of adding to the Condominium Property as provided for in the Declaration, it shall be effective upon the filing for record with the County Recorder of an instrument in writing setting forth specifically the items to be amended, which instrument shall have been duly executed on behalf of the Developer in accordance with Article 17 of the Declaration and Ohio Revised Code, Chapter 5311.051.

H. Management Agreement:

A copy of the management agreement by and between the Association and APCO Construction, Inc., which is the Developer, is attached hereto as Exhibit "C".

The management agreement is legally binding upon each purchaser subject, however, to the conditions of termination therein which conditions comply with Chapter 5311 of the Ohio Revised Code.

The manager, which is also the Developer, shall have all of the powers and duties of the Association as is set forth in the Declaration and By-Laws.

The manager shall confer with and advise the Board of Managers, employ and discharge persons to work on or for the Association, collect assessments, cause the repair, replacement or improvements to the Common Areas and Facilities, purchase items and insurance for the Association, maintain complete record of accounts, prepare budgets, employ experts on behalf of the Association, expend funds on behalf of the Association and shall submit an accounting to the Association on a regular basis.

APCO Construction, Inc., as manager, will be compensated for such activities at the rate of \$10.00 per unit per month.

I. Purchaser's Rights:

A STATEMENT OF THE PURCHASER'S RIGHTS IS ATTACHED HERETO AS EXHIBIT "D".

J. Reserve Fund:

A reserve fund has been established commencing as of the date the Declaration is recorded as is provided for in Article V, Section 3 of the By-Laws. The purpose of the reserve fund is to provide for monies for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimates which may be necessary for the year in which they occur shall be charged first against such reserve fund.

The existence of this reserve fund is for the benefit of the Unit Owners and shall not be used by the Developer with respect to any warranties made by the Developer.

K. Significant Terms of Any Encumbrances, Easements, Liens, and Matters of Title Affecting Walnut Grove Condominium:

Title to the Units and the Common Areas and Facilities of Walnut Grove Condominium is burdened by the provisions of the condominium documents and drawings, easements and restrictions of record.

In the event the Developer does not add the Additional Property or portions thereof to the Condominium Property as provided in the Declaration, the Developer retains the right to construct improvements on the Additional Property as may be allowed by the appropriate governmental authorities.

L. Escrow of Deposits:

Any deposit or down payment made in connection with the sale contract will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Developer. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four (4%) percent per annum for any period exceeding ninety (90) days 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.

Ohio law provides that deposits and down payments held in trust or escrow shall not be subject to attachment by creditors of the Developer or a purchaser.

M. Restraints on the Free Alienability of the Condominium Development:

Sale of the Condominium Property as a whole requires the assent of Unit Owners representing ninety (90%) percent of the voting power of the Association.

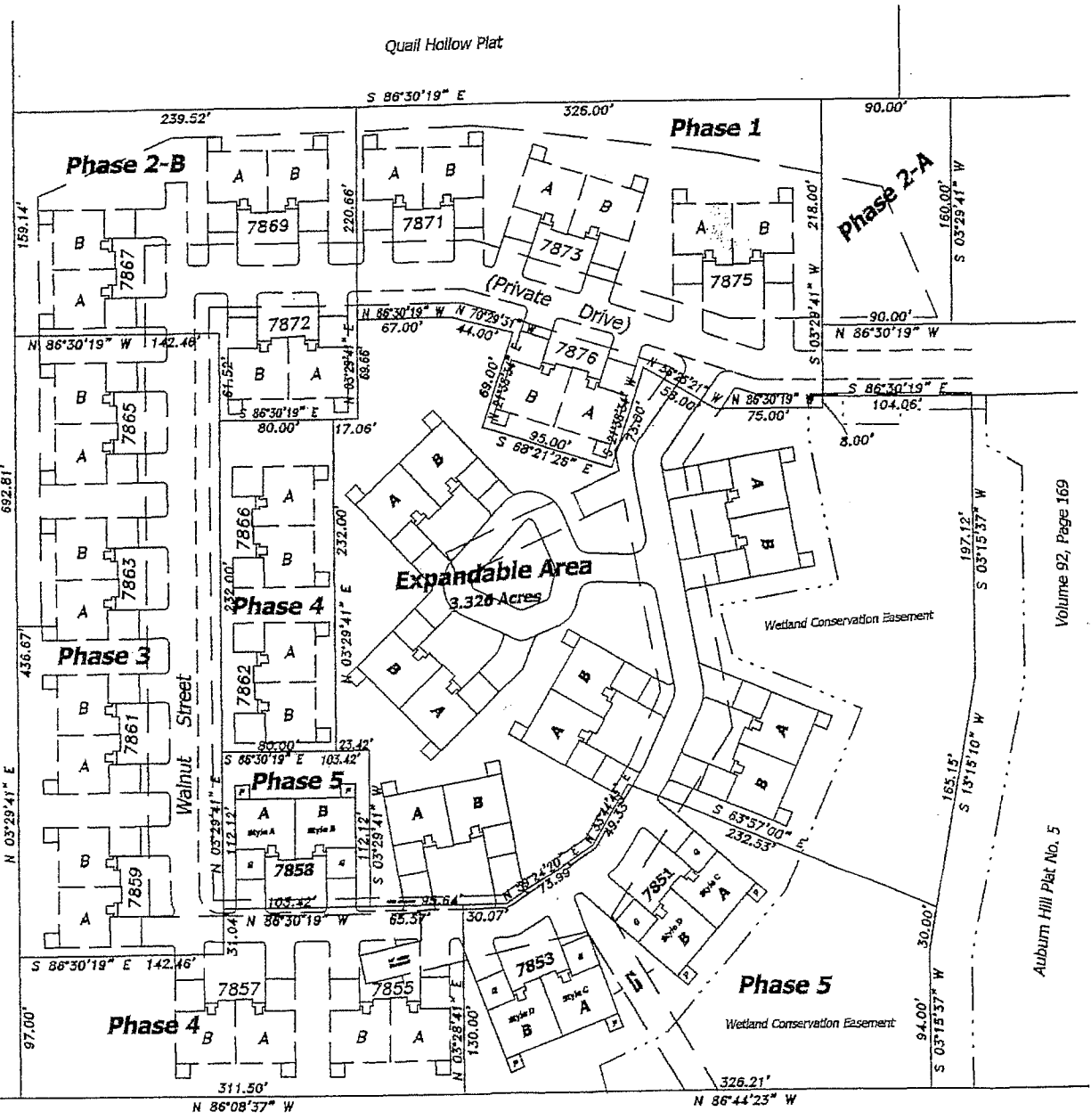
Any Unit Owner may sell his or her condominium Ownership Interest at any time to any person he or she so desires to sell to. The Association does not have any first right of refusal.

No Unit Owner may lease his or her condominium Ownership Interest for less than one year periods.

N. Litigation:

There is no present litigation concerning Walnut Grove Condominium or the Additional Property that may be added to Walnut Grove Condominium.

Boardman Township Park District



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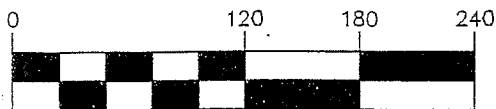
Auburn Hill Plat No. 5

B.E. Taylor's Woodland Allotment

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Walnut Grove Condominium
 Phase 5
 Auburn Hills Plat
 Boardman Township, Mahoning County, Ohio



1 inch = 120 ft.

Exhibit "A"

EXHIBIT B

to

**PUBLIC OFFERING STATEMENT
ESTIMATED ANNUAL EXPENDITURES
AND PER UNIT COSTS
WALNUT GROVE CONDOMINIUM
PHASES I, II, III, IV and V - 36 UNITS**

Pursuant to rules promulgated by Chapter 5311 of the Ohio Revised Code, the Developer has estimated the annual expenditures necessary, over a two year period, to operate and maintain the common areas and facilities of the condominium development together with the monthly costs per unit and a description of the assumptions and methods used in their calculation.

Although any method of estimating operating expenditure data requires certain subjective judgments, the Developer believes that the operating expense information has been calculated on the basis of reasonable assumptions. Such data may not be comparable among condominium developments and will be subject to errors of estimation which are inherent whenever subjective judgments are involved.

COMMON EXPENSES:

"Common Expenses" means those expenses designated as such in both Chapter 5311, the Declaration and the By-Laws. Basically they are made up of those expenses which are incurred on behalf of the unit owner's association to properly administer, operate and maintain the common areas of the condominium. The following schedule sets forth an estimate of the annual common expenses to be incurred during the first two years of operation using six (36) units.

	<u>Year 1</u>	<u>Year 2</u>
ADMINISTRATIVE EXPENSES:		
Office Expenses & Supplies	\$ 120.00	\$ 120.00
Accounting Fees	165.00	165.00
Legal Fees	165.00	165.00
Management Fee	<u>4,320.00</u>	<u>4,320.00</u>
	<u>\$4,770.00</u>	<u>\$4,770.00</u>
OPERATING EXPENSES:		
Refuse Removal	\$3,252.00	\$3,252.00
Common Area Utilities	<u>2,800.00</u>	<u>2,800.00</u>
	<u>\$6,052.00</u>	<u>\$6,052.00</u>
MAINTENANCE EXPENSES:		
Snow Removal,)	
Ground Maintenance and)	
Supplies)	
Miscellaneous Maintenance) \$11,400.00) \$11,400.00
and Supplies)	
Miscellaneous Maintenance	<u>\$11,400.00</u>)	<u>\$11,400.00</u>)
INSURANCE AND TAXES:		
Real Estate Taxes on Common		
Areas Billed Directly to		
Association	(none)	(none)

All Risk Insurance On		
Common Areas	<u>\$7,170.00</u>	<u>\$7,170.00</u>
	<u>\$7,170.00</u>	<u>\$7,170.00</u>
TOTAL COMMON EXPENSES BEFORE		
REPLACEMENT PROVISION	\$29,392.00	\$29,392.00
ADD ANNUAL REPLACEMENT PROVISION	<u>3,008.00</u>	<u>3,008.00</u>
TOTAL ESTIMATED ANNUAL COSTS AND		
EXPENSES TO UNIT OWNER'S		
ASSOCIATION	<u>\$32,400.00</u>	<u>\$32,400.00</u>

The following methods were used, as appropriate, to project the common expenses:

- (a) Current quoted market prices for goods and services provided to the condominium association.
- (b) Estimates based upon information from developers associated with operating and maintaining similar properties.

The projected common expenses should be interpreted only as approximations of anticipated expenses necessary to maintain and operate a first class condominium development locally. Decisions concerning the operation of the condominium property will be made by the Association, based on economic, regulatory, and competitive conditions existing on the dates such determinations are made. Resultantly, the actual incurrence of costs and expenses could differ from those shown above.

The Managing Agent, in its capacity as Managing Agent, will continually strive to minimize operating and maintenance expenses whenever possible while maintaining high quality standards for the development that will preserve the individual homeowner's investment.

PER UNIT COSTS:

PRORATION OF COMMON EXPENSES:

As specified in the Declaration, the common expenses shall be assessed against the unit owners by the condominium association according to the percentages of interest in the common areas and facilities of their respective units. The Developer has determined each unit's corresponding percentage of ownership in the common elements in accordance with Chapter 5311 of the Ohio Revised Code and such percentage of ownership is based on the proportion of the square footage of each unit (excluding garages, porches, and basements) as it bears to the aggregate square footage of all units on the date the Declaration is filed for record. The square footage is 1,504 each for the Style A and Style B Units, and 1,604 each for the Style C and Style D Units. The aggregate square footage for all thirty-six units is 56,744.

All Risk Insurance On Common Areas	<u>\$7,170.00</u>	<u>\$7,170.00</u>
	<u>\$7,170.00</u>	<u>\$7,170.00</u>
TOTAL COMMON EXPENSES BEFORE REPLACEMENT PROVISION	\$29,392.00	\$29,392.00
ADD ANNUAL REPLACEMENT PROVISION	<u>3,008.00</u>	<u>3,008.00</u>
TOTAL ESTIMATED ANNUAL COSTS AND EXPENSES TO UNIT OWNER'S ASSOCIATION	<u>\$32,400.00</u>	<u>\$32,400.00</u>

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Thus, each unit's percentage of ownership in the common elements is as follows:

Style A	2.64% and 2.65%
Style B	2.64% and 2.65%
Style C	2.83%
Style D	2.83%

As shown above, the Developer has determined that the total annual assessments required for year one for thirty (30) units to cover the common expenses, as shown in the preceding schedule titled "Common Expenses", and provide for a modest surplus for contingencies is \$32,400.00. Therefore, during the first year of operations, the monthly assessments (rounded) were determined by multiplying \$32,400.00 by the ownership percentages, shown directly above, and then dividing the product by 12. Thus, the following monthly assessments for the various units are:

<u>Unit Style</u>	<u>Unit Address</u>	<u>Monthly Fee</u>
C	7851A Walnut Street	\$76.00
D	7851B Walnut Street	\$76.00
C	7853A Walnut Street	\$76.00
D	7853B Walnut Street	\$76.00
C	7855A Walnut Street	\$76.00
D	7855B Walnut Street	\$76.00
C	7857A Walnut Street	\$76.00
D	7857B Walnut Street	\$76.00
A	7858A Walnut Street	\$72.00
B	7858B Walnut Street	\$72.00
C	7859A Walnut Street	\$76.00
D	7859B Walnut Street	\$76.00
C	7861A Walnut Street	\$76.00
D	7861B Walnut Street	\$76.00
A	7862A Walnut Street	\$72.00
B	7862B Walnut Street	\$72.00
C	7863A Walnut Street	\$76.00
D	7863B Walnut Street	\$76.00
C	7865A Walnut Street	\$76.00
D	7865B Walnut Street	\$76.00
A	7866A Walnut Street	\$72.00
B	7866B Walnut Street	\$72.00
C	7867A Walnut Street	\$76.00
D	7867B Walnut Street	\$76.00
C	7869A Walnut Street	\$76.00
D	7869B Walnut Street	\$76.00
C	7871A Walnut Street	\$76.00
D	7871B Walnut Street	\$76.00

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<u>Unit Style</u>	<u>Unit Address</u>	<u>Monthly Fee</u>
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D	7851B Walnut Street	\$76.00
C	7853A Walnut Street	\$76.00
D	7853B Walnut Street	\$76.00
C	7855A Walnut Street	\$76.00
D	7855B Walnut Street	\$76.00
C	7857A Walnut Street	\$76.00
D	7857B Walnut Street	\$76.00
A	7858A Walnut Street	\$72.00
B	7858B Walnut Street	\$72.00
C	7859A Walnut Street	\$76.00
D	7859B Walnut Street	\$76.00
C	7861A Walnut Street	\$76.00
D	7861B Walnut Street	\$76.00
A	7862A Walnut Street	\$72.00
B	7862B Walnut Street	\$72.00
C	7863A Walnut Street	\$76.00
D	7863B Walnut Street	\$76.00
C	7865A Walnut Street	\$76.00
D	7865B Walnut Street	\$76.00
A	7866A Walnut Street	\$72.00
B	7866B Walnut Street	\$72.00
C	7867A Walnut Street	\$76.00
D	7867B Walnut Street	\$76.00
C	7869A Walnut Street	\$76.00
D	7869B Walnut Street	\$76.00
C	7871A Walnut Street	\$76.00
D	7871B Walnut Street	\$76.00

A	7872A Walnut Street	\$72.00
B	7872B Walnut Street	\$72.00
C	7873A Walnut Street	\$76.00
D	7873B Walnut Street	\$76.00
C	7875A Walnut Street	\$76.00
D	7875B Walnut Street	\$76.00
A	7876A Walnut Street	\$72.00
B	7876B Walnut Street	\$72.00

The monthly per unit assessments during year two are not anticipated to change except as units are added to the condominium. It is hoped that increases in common expenses during year two would be offset either by a slight budget surplus of the preceding year or by operating efficiencies generated during year one or from a combination of funds resulting from both occurrences. However, the above figures may change somewhat due to the inflationary influences of labor, materials, and supplies, and expanded services requested by homeowners.

REAL ESTATE TAXES:

According to the Mahoning County Treasurer's office, each unit and its percentage interest in the common areas and facilities will be deemed to be a separate parcel for all purposes of taxation and assessments of real property taxes. Therefore, the tax due on each unit will be reflective of both the appraised value assigned to each unit and that unit's pro rata share of the appraised value assigned to the common elements. Each unit owner will be separately billed for their tax due. Tax duplicates are sent out for the first and second half of any one taxable year sometime during February and August, respectively, of the next following year. The tax appraisal value, for newly constructed housing, is generally based on construction cost indices which are computed internally by the Mahoning County Auditor's office. Therefore, it is difficult to accurately predict the amount of tax due on each unit. However, in an attempt to provide some indication of monthly per unit cost of real estate tax, it is suggested that each purchaser apply the following four formulas, in successive order, to their own particular situation:

- 1) TOTAL SALES PRICE LESS ITEMS OF PERSONAL PROPERTY (EG. RANGE, DISHWASHER, AND DISPOSAL) EQUALS ESTIMATED TAX APPRAISAL.
- 2) ESTIMATED TAX APPRAISAL TIMES 35% TIMES .054287369 TAX RATE EQUALS ANNUAL TAX BEFORE CREDIT.
- 3) ANNUAL TAX BEFORE CREDIT LESS 12.5% OF ANNUAL TAX (ROLLBACK CREDIT ADJUSTMENT) EQUALS ANNUAL TAX PAYABLE.
- 4) ANNUAL TAX PAYABLE DIVIDED BY 12 EQUAL MONTHLY ACCRUAL FOR REAL ESTATE TAXES.

By way of illustration, a sales price of \$135,000.00 (without any deductions for items of personal property) would thus yield an approximate annual tax payable, rounded to the nearest dollar, of \$2,244.00. The monthly accrual for real estate tax would thus be \$187.00. Assuming no real property reappraisals or adjustments, the monthly per unit tax accrual should remain the same during year two. It should be noted that per Section 164 of the Internal Revenue Code, real estate taxes paid are deductible on Schedule A of Form 1040.

INSURANCE:

The cost for maintaining all-risk insurance on the common areas and elements of the condominium property is included in the homeowner's monthly assessment. Such projected expenses have been calculated at current rates based upon the replacement costs for the buildings and improvements, less the cost for: individual unit modifications or alterations, land, excavation and foundations.

While the "All-risk" insurance policy is all-inclusive regarding the common areas and elements of the condominium property for both property damage and general liability, it does not provide coverage for the individual unit interiors or its contents (e.g. wallpapering and carpeting as well as personal possessions). Therefore, the Developer suggests that the individual purchasers carry a special condominium homeowner's insurance policy providing protection against personal property loss, liability and for individual unit betterments and/or improvements. Such a policy can be purchased at an annual cost of between \$125.00 and \$175.00, depending upon coverage and deductible amounts selected. A typical homeowner's policy also provides coverage for other areas and should seriously be considered by the purchaser. If desired, the Developer can refer the purchaser to a competent insurance professional who is knowledgeable in condominium matters and insurance.

UTILITIES:

Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. Utilities for each unit which are separately metered will be billed directly to the homeowner. Under current Ohio law, changes in utility rates must be approved by the Public Utilities Commission of Ohio. As rate changes are not predictable by the Developer, it is believed that any current figures supplied by the respective utility companies and used by the purchaser to estimate their monthly cost of utilities during year one be carried forward to the second year. Changes in monthly per unit utility costs between years could, however, result from an individual altering their energy or resource consumption patterns.

GAS:

The primary energy source for providing heat to the units and for the water heating is natural gas. The following monthly costs per unit for gas service were determined by the Developer, after consultation with the East Ohio Gas Company, taking into consideration the following factors: the heat loss of each unit, the number of units in the building, the size of the water

heaters and the size of the furnaces. The cost for gas was thus estimated to be between \$35.00 and \$65.00 per month.

Costs reflect the most recent price adjustment factors enacted by the East Ohio Gas Company.

ELECTRICITY:

The Developer has determined that predicting the monthly cost of electricity per unit with any degree of certainty is not reasonably ascertainable. The major problem encountered is that each purchaser has different life styles, habits and preferences which make establishing uniform consumption patterns, necessary for such a cost projection, very difficult. The Ohio Edison Company, which services the Youngstown area, was unable to provide any guidelines concerning the average kilowatt hours (KWH) used by its residential customers; and therefore, further inquiry was made to the Cleveland Electric Illuminating Company. Based upon consumption studies made by it, the average number of KWHs consumed, during a one month period, per household member, is approximately 500. This figure is exclusive of electrical service for heat. According to the Ohio Edison Company, the monthly cost per KWH for residential customers, including fuel charges, is approximately 0.11.

If more information is desired, the homeowner may obtain free information from the Ohio Edison Company. This information can be requested by either phoning them at 330-747-4200 or writing them at 100 Federal Plaza East, Youngstown, Ohio 44503.

WATER & SEWER:

As encountered in estimating the monthly cost of electricity per unit, variations in Purchaser lifestyles also make projecting, with any certainty, the monthly per unit water and sewer tax charges very difficult. Consumption studies made by the City of Youngstown Water Department indicate that a single person uses between 3,750 and 7,500 gallons of water during one billing period. The billing period is one quarter.

The Developer believes that the average monthly water charge will be approximately \$25.00. If more information is desired, please contact the Youngstown Water Department.

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 200__, by and between WALNUT GROVE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., an Ohio non-profit corporation hereinafter called "Association" and APCO CONSTRUCTION, INC., dba APCO MANAGEMENT, hereinafter called "Manager".

W I T N E S S E T H

WHEREAS, the Association is an association of Condominium family Unit Owners of Walnut Grove Condominium (hereinafter called "Condominium"); and

WHEREAS, a Declaration of Condominium pertaining to all of the property contained in said Condominium has been or will be filed with the Recorder of Mahoning County, Ohio, and shall hereinafter be referred to as "Declaration"; and

WHEREAS, pursuant to the By-Laws of the Association, it is vested with certain powers and charged with certain duties relative to the operation of the Condominium including the common areas and facilities as well as portions of the family units contained thereon; and

WHEREAS, all the property comprising the Condominium is and shall hereinafter be referred to as "Properties"; and

WHEREAS, the extent of the Properties and the complexity and burden of the duties and responsibilities of the Association require the employment of a manager; and

WHEREAS, the orderly and uniform administration, maintenance, appearance, upkeep and management of all the Properties as an entity is necessary and essential for the promotion and preservation of the communal nature of the Condominium and the protection of the property value therein including the value of the family units.

NOW, THEREFORE, in consideration of the promises and agreements of the parties one to another, be it and it is hereby agreed as follows:

1. Definitions. The terms used herein shall have the meaning set forth in the Declaration unless the context otherwise requires, and the terms and conditions set forth in the preamble clauses are incorporated herein.

2. Employment. The Association does hereby employ the Manager as the exclusive manager of the Properties and the Manager hereby accepts employment.

3. Term. Unless sooner terminated, as elsewhere herein provided, this agreement shall be in effect from the date hereof through _____, 200__, and thereafter shall continue to renew itself for one (1) year periods unless a party hereto shall give the other written notice of termination not less than 90 days prior to the date of next renewal.

EXHIBIT "C"

4. Powers and Duties of Manager. The Manager, to the exclusion of all persons including the Association and its members, shall have all the powers and duties of the Association as set forth in the Declaration and By-Laws of the Association (except such thereof as are specifically required to be exercised by its Board of Managers or members.) Amongst such powers and by way of illustration and not of limitation, the Manager shall:

A) Confer. Confer freely and fully with the Association's Board of Managers when so requested by them in connection with the performance of its duties. The Association shall give sufficient notice of and invite the Manager to attend all of the Association's Board of Managers', members' and committees' meetings.

B) Employees. Select, employ, supervise, direct and discharge in its absolute discretion, in its name and/or in the name of the Association, as the Manager shall determine such persons as it may require to fulfill its duties hereunder.

C) Collect Assessments. Collect all regular and special assessments from the Association's members. The Association hereby authorizes the Manager to request, demand, collect, receive, and receipt for any and all assessments and charges which may be due the Association and to take such action in the name of the Association by way of making, recording, satisfying, or foreclosing the Association's lien therefor, or by way of other legal process or otherwise as may be required for the collection of such assessments in accordance with the terms of the Declaration. As a standard practice, the Manager shall furnish the Association with an itemized list of all delinquent accounts on a monthly basis.

D) Repairs and Maintenance. Cause the grounds, lands, appurtenances and those portions of the common elements of the Properties to be maintained and repaired, including landscaping, re-landscaping, painting, roofing, cleaning and such other normal maintenance and repair work as may be necessary. For any one item of repair, replacement or refurbishing, the expense incurred shall not exceed the sum of \$500.00, unless specifically authorized by the Board of Managers of the Association, excepting, however, that emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of persons or property, or required to avoid suspension of any necessary service to the Properties, may be made by the Manager irrespective of the above cost limitation. Notwithstanding this authority as to emergency repairs, it is understood that the Manager will, if at all possible, confer immediately with the Association regarding emergency expenditures.

E) Laws. Take such action as may be necessary to comply with all laws, statutes, ordinances, and rules of all appropriate governmental authorities and the rules and regulations of the National Board of Fire Underwriters, or in the event the latter shall terminate its present functions, those of any other body exercising similar functions, subject to the limitations set forth in 4(D). The Manager, however, shall not take any action so long as the Association is contesting or has affirmed its intention to contest any such law, statute, ordinance, rule, regulation or order or requirement pursuant thereto.

F) Purchase. Purchase equipment, tools, appliances, goods, supplies and

materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Properties, as aforesaid. Purchaser shall be made in the name of the Manager, or, in its discretion, in the name of the Association. When making purchases, the Manager shall make reasonable effort to obtain the best price available, all factors considered, and shall disclose to the Association all discounts, commissions or rebates.

G) Insurance. Cause to be placed or kept in force all insurance required or permitted in the Declaration to be kept or placed by the Association; to bring suit thereon in the name of the Association and/or other insured and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the Association, and each owner of any other insured interest in the Properties, as an insured under such insurance policies; and to receive on behalf of the Association all insurance proceeds under minor losses, payable to the Association under its Declaration, unless same are paid to an insurance trustee.

H) Association's Records. Maintain the Association's minute books and membership lists; give notice of membership and Manager's meetings, and maintain all financial record books, accounts and other records required to be kept by the Association, by the Declaration or By-Laws of the Association; and issue certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Manager and shall be available for inspection at all reasonable times by the Association's Board of Managers and members. As a standard procedure, the Manager shall render to the Association a statement of its receipts and accounts for each calendar year no later than April 1st of the following year. The Manager shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Association shall have the right to an external independent audit provided the costs for the same and the employment of such auditor be by the Association directly and not through the Manager and the external independent auditor is acceptable to the Manager whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager.

I. Manager's Records. Maintain records sufficient to describe its services hereunder and such financial books and records, sufficient in accordance with prevailing accounting standards, as will identify the source of all funds collected by it in its capacity as Manager, and indicate the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's Board of Managers not more frequently than monthly.

J. Reserves. Establish general and specific reserves, both funded and unfunded, for the payment of any and all costs and expenses of the Association to be disbursed by the Manager hereunder. Should the Association itself decide to fund special reserve accounts, the Manager shall collect and account for such funds and disburse the same on the directions of the Association.

K. Funds. Deposit all funds collected from the Association's members or

otherwise accruing to the Association, in a special bank account or accounts of the Manager, in banks and/or savings and loan associations in the State of Ohio with suitable designation indicating their source.

L. Budget. Prepare with the assistance of an accountant an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new year based upon the then current schedule of monthly assessments and taking into account the general condition of the Association Properties, which budget shall comply to the requirements of the By-Laws, together with a statement from the Manager outlining a plan of operation and justifying the estimates made in every important particular, which shall be submitted to the Association in final draft at least 30 days prior to the commencement of the new year for which it has been made. The budget shall serve as a supporting document for the schedule of monthly assessments proposed for the new year. It shall also constitute major control under which the Manager shall operate and there shall be no substantial variances therefrom except as may be sanctioned by the Association or for emergencies as elsewhere herein provided. By this is meant that no expenses may be incurred or commitments made by the Manager in connection with maintenance and operation of the Properties in excess of the amounts allocated to the various classifications of expense in approved budget without prior consent of the Association except that, if necessary because of lack of sufficient time to obtain such prior consent, an overrun may be experienced provided it is brought promptly to the attention of the Association in writing.

M. Experts. Retain and employ attorneys-at-law, tax consultants, certified public accountants, health consultants, and such other experts and professionals who services the Manager may reasonably require to effectively perform its duties and exercise its powers hereunder. The Manager may retain a certified public accountant on an annual or specific fee basis and shall retain such other professionals and experts as it may hire on such basis as it deems most beneficial. The foregoing shall not be a limitation upon the right of the Association to employ such professionals and experts on its own account as it may desire but the employment of the same by the Association shall in no way affect the Manager's right to employ and continue the employment of the professionals and experts which it has or will employ nor shall the same in any way relieve the Association of its obligations to pay its share of the costs of professionals and experts retained by the Manager, as elsewhere herein provided. The Manager may retain certified public accountants for the purposes of supervising and auditing its books and records of the Association, the preparation of budgets, and for such other work for which the services of a certified public accountant are required or to retain an attorney-at-law for the purpose of affording it legal counsel, advise and representation in and about the exercise of its powers, duties and functions hereunder.

N. Access. Access to the common elements of the Properties at all times and, further, access to each unit during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common element contained therein or accessible therefrom, or for the making of emergency repairs therein necessary to prevent damage to the common elements or any other unit or units.

5. Assessments. Assessments shall be charged to the unit owners as provided in the Declaration. The Association agrees that it will not reduce assessments so that the amounts produced thereby is less than the amounts necessary to pay all items set forth in 6. It is

specifically understood that the Manager does not undertake to pay the same from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments of the Association shall be sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Association is insufficient to pay the same and to adequately fund reserves, the Manager shall so notify the Association in detail of the fact and request the Association to increase the assessments. Failure on the part of the Association to do so as provided by the Declaration may, at the option of the Manager, be construed as a breach of this agreement.

6. Application of Collections. All assessments and other revenues, if any, of the Association which the Manager shall collect shall be applied as follows:

A) Insurance. Payment of premiums on insurance policies carried by the Association and the Manager.

B) Manager. Next, to the payment of the Manager of its fees as hereinafter set forth in Section 7.

C) Utilities. Next, to the payment of utilities supplied to the condominium as a whole but not the bills of the individual units.

D) Balance. The balance shall be utilized, applied, disbursed and otherwise expended or reserved by the Manager to pay the costs and expenses of the services rendered by the Manager under this agreement. "Costs and expenses of services" as herein used is defined to include any and all costs or expenses incurred by the Manager in the performance of any of its duties or the exercise of any of its powers. By way of illustration and not of limitation said costs and expenses of service shall include:

1) Condominium Land and Buildings. Costs attributable to the maintenance, repair and upkeep of the Properties and appurtenances.

2) Materials and Supplies. The Association's share of all machinery, tools and equipment, goods, wares, materials and supplies of every nature and description required by the Manager in and about the performance of its services, as necessary for the utilization and enjoyment of the Properties.

3) Manager's Expenses. The Association's pro rata share of any fees for attorneys-at-law, certified public accountants and other professionals and experts employed by the Manager hereunder for the Association's direct benefit.

7. Manager's Compensation. It is specifically understood and agreed that the Manager shall perform all of the services required of it hereunder at no cost or expense whatever to itself but solely at the cost and expense of the Association and/or others, as elsewhere herein provided. As compensation for its services hereunder the Manager shall receive a net fee of \$10.00 per unit per month.

8. Family Units. This agreement does not contemplate nor is the Manager responsible for or required to perform the upkeep and repair of the interior of any units, the responsibility for which under the Declaration is that of the unit owner. However, the Manager may, in its absolute discretion, perform such maintenance and repair services of a unit as are required by a unit owner as an accommodation to the Association or to such unit owner and charge such unit owner, who shall have requested said service of the Manager, a reasonable charge therefor.

9. Interference. The Association shall not interfere nor permit, allow, or cause any of its officers, Managers or members to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

10. Default.

A) By the Association. If the Association or its members shall interfere with the Manager in the performance of its duties and exercise of its powers hereunder, or if the Association shall fail to promptly do any of the things required of it hereunder, including but not limited to the assessment of its members in amounts sufficient to defray in full the Manager's costs and expenses as herein defined and to otherwise pay all of the sums mentioned in 6, then the Manager, 30 days after having given said notice to the Association of said default by delivering said notice to any officer of the Association or in their absence, to any member of the Association, may declare this agreement in default unless such default be cured by the Association within 30 days after such notice. Upon default, the Manager may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the Association for damages and/or specific performance and/or such other rights and remedies as it may have. All of such rights of the Manager upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

B) By the Manager. Failure by the Manager to substantially perform its duties and obligations under this Agreement for a continuous period of 60 days after written notice of default from the Association, specifying the default complained of, shall be grounds for the Association's cancellation of this Agreement.

11. Termination of Agreement by Law. The Manager understands and agrees that, notwithstanding any other provisions of this Agreement to the contrary, upon assumption of control of the common areas and facilities and the Association by the unit owners as provided for in Section 5311.08(c) of the Ohio Revised Code, such unit owners and the Association shall not be subject to this Agreement beyond one year from the date thereof unless this Agreement is renewed by a vote of a majority of the unit owners other than the developer at a special or annual meeting of the Association in accordance with the provisions of the By-Laws.

12. Severability. If any section, subsection, sentence, clause, phrase or word of this agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein, and the remainder of this agreement, after the exclusion of such parts, shall be deemed and held to be

valid as if such excluded parts had never been included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Walnut Grove Condominium
Unit Owners Association, Inc.

By: _____
Ann Marie Profanchik, President

APCO Construction, Inc.
dba APCO Management

By: _____
Ann Marie Profanchik, President

PURCHASERS RIGHTS:

Each Purchaser has the right to review the condominium instruments as prepared for the condominium.

Other than as is provided further in this item, Purchaser shall not be entitled to void the contract of purchase unless a contingency of financing or sale of Purchaser's present residence is not met or if the developer shall fail to perform its obligations under the sales contract. In these events, the deposit shall be returned to Purchaser in full.

If Purchaser shall fail to perform Purchaser's obligations under the sales contract, the developer shall have the right to retain the deposit.

The rights of Purchasers to void the contract, any condition for return of the deposit and statement of Purchasers rights are set forth in Section 5311.27 as follows:

Sec. 5311.27 (A) In addition to any other remedy available, a contract or agreement for the sale of a condominium ownership interest that is executed in violation of section 5311.25 or 5311.26 of the revised code shall be voidable by the Purchaser for a period of fifteen days after the date of sale of the condominium ownership interest or fifteen days after the date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Revised Code, whichever occurs later. Upon exercise of this right to void the contract or agreement, the developer or his agent shall refund fully and promptly to the Purchaser any deposit or other pre-paid fee or item and any amount paid on the purchase price, and shall pay all closing costs paid by the Purchaser or for which he is liable in connection with the void sale.

(B) Any developer or agent who sells a condominium ownership interest in violation of Section 5311.25 or 5311.26 of the Revised Code shall be liable to the Purchaser in an amount equal to the difference between the amount paid for the interest and the least of the following amounts:

- (1) The fair market value of the interest as of the time the suit is brought;
- (2) The price at which the interest is disposed of in a bona fide market transaction before suit;
- (3) The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of five hundred dollars for each violation against each Purchaser bringing an action under this division, together with court costs and reasonable attorneys' fees. If the Purchaser complaining of the violation of Section 5311.25 or 5311.26 of the Revised Code has brought or maintained an action he knew to be groundless or in bad faith and the developer or agent prevails, the court shall award reasonable attorneys' fees to the developer or agent.

(C) If he has reason to believe substantial numbers of persons are affected and substantial harm is occurring or is about to occur to such persons, or that the case is otherwise of substantial public interest, the Attorney General may:

- (1) Bring an action to obtain a declaratory judgment that an act or practice of a developer violates Section 5311.25 or 5311.26 of the Revised Code or condominium instruments, or to enjoin a developer who is violating or threatening to violate such sections or instruments;
- (2) Bring a class action for damages on behalf of persons injured by a developer's violation of Section 5311.25 or 5311.26 of the Revised Code or of condominium instru-

On motion of the Attorney General and without bond, in an Attorney General's action under this Section, the court may make appropriate orders, including appointment of a master or a receiver, for sequestration of assets, to reimburse persons found to have been damaged, or to grant other appropriate relief. The court may assess the expenses of a master or receiver against the developer.

Any moneys or property recovered by the Attorney General in an action under this Section that cannot with due diligence within five years be restored to persons entitled to them shall be unclaimed funds reportable under Chapter 169 of the Revised Code.

No action may be brought by the Attorney General under this Section to recover for a transaction more than two years after the occurrence of a violation.

If a court determines that provision has been made for reimbursement or other appropriate corrective action, insofar as practicable, with respect to all persons damaged by a violation, or in any other appropriate case, the Attorney General, with court approval, may terminate enforcement proceedings brought by him upon acceptance of an assurance from the developer of voluntary compliance with Sections 5311.25 and 5311.26 of the Revised Code or with condominium instruments, with respect to the alleged violation. The assurance shall be filed with the court and entered as a consent judgment. A consent judgment is not evidence of prior violation of such Sections. Disregard of the terms of a consent judgment entered upon an assurance shall be treated as a violation of an injunction issued under this Section.

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

This will certify that copies of this Amendment, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor of Mahoning County, Ohio on December 4, 2001.

By: R Gochman
DEPUTY AUDITOR

Drawings V101 P237

THIS INSTRUMENT PREPARED BY:
RICHARD J. MASTRIANA, ESQ.
1006 Boardman-Canfield Road
Suite 1
Boardman, Ohio 44512
Phone: (330) 726-8300

200100046099
Filed for Record in
MAHONING COUNTY, OHIO
RONALD V. GERBERRY
12-04-2001 03:15 pm.
AM CONDO 100.00
OR Book 5168 Page 315 - 337

Receipt # 9999
12-4-01
R Gochman
MAHONING COUNTY AUDITOR

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in Deed Volume 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation, hereinafter referred to as "Grantor"; and

WHEREAS, a certain instrument entitled First Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 3902, Page 53 et seq., and in Plat Volume 96, Pages 84-87 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said First Amendment was filed on October 30, 1998 by Grantor; and

WHEREAS, a certain instrument entitled Second Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4174, Page 75 et seq., and in Plat Volume 97, Pages 56-61 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Second Amendment was filed on May 17, 1999 by Grantor; and

WHEREAS, a certain instrument entitled Third Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4383, Page 210 et seq., and in Plat Volume 98, Pages 25 et seq. in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Third Amendment was filed on October 22, 1999 by Grantor; and

WHEREAS, a certain instrument entitled Fourth Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 5120, Page 13 et seq., and in Plat Volume 100, Pages 228 et seq. in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Fourth Amendment was filed on May 30, 2001 by Grantor; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the unit owners named in Exhibit "A" are hereinafter referred to as "Unit Owners", and the mortgagees named in Exhibit "A" of said Unit Owners are hereinafter referred to as the "Mortgagees"; and

WHEREAS, Grantor is, pursuant to Article 17 of said Declaration, the duly appointed and acting Attorney-in-Fact of each of the Unit Owners and Mortgagees, for the purpose of executing, acknowledging, and recording (i) for and in the name of each such Unit Owner, such amendments to the Declaration as are contemplated by Article 16 thereof, and (ii) for and in the name of each such Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 16 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit a portion of Parcel No.2, as described and defined in Exhibit "A(2)" of said Declaration, together with the improvements thereon constructed as described in Exhibit "B(1)" attached hereto, to the provisions of the

Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, the remaining portion of Parcel 2 (as originally described in Exhibit "A(2)" of said Declaration) is also intended for use as future sites of improvements to be submitted to the provisions of the Declaration and of Chapter 5311 of Ohio Revised Code, and is described in Exhibit "B(2)" attached hereto and made a part hereof.

NOW, THEREFORE, Grantor hereby declares:

1. All terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in said Declaration:

2. Grantor is the owner of that portion of Parcel No.2 described on Exhibit "B(1)" which together with all buildings and other improvements located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property;

3. The Declaration is hereby amended in accordance with the provisions of Articles 16 and 17 thereof, in the following respects:

(a) Article 4 of the Declaration is hereby deleted and the following is hereby substituted in lieu thereof:

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and a portion of Parcel No.2 as described in Exhibit "B(1)" and the Buildings and other improvements located thereon, including, without limitation, twenty-two (22) one story residential structures containing a total of forty-four (44) Units, and all easements,

rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 and a portion of Parcel No.2, are constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604 square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

(b) The Drawings, attached as Exhibit "C" to the Declaration and filed in Plat Volume 95, Pages 125-128, and referred to in Article 1, B.(xiv) thereof, are hereby amended by adding thereto and making a part hereof, the Drawings (hereinafter referred to as "Fifth Amendment Drawings") prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to that portion of Parcel No.2 described on Exhibit B(1) hereto, and the Buildings and other improvements located thereon, which Fifth Amendment Drawings are identified as Exhibit "C" and attached to this Fifth Amendment.

(c) Article 6, B of the Declaration relating only to each Unit's respective percentage of interest in the Common Elements as set forth in Exhibit "D" of the Declaration is hereby deleted and Exhibit "D" attached hereto is substituted in lieu thereof.

(d) Each Unit's percentage of interest in the Common Elements has been determined by Grantor in accordance with the Condominium Act based on the proportion of the square footage of each Unit, excluding garages and porches, as such Unit bears to the aggregate square footage of all Units, excluding garages, porches, and basements, as of the date this Fifth Amendment was filed for record.

4. Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect.

5. Consent to this Fifth Amendment to the Declaration of Condominium Ownership on behalf of the Unit Owners and on behalf of the Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Article 17 of the Declaration.

IN WITNESS WHEREOF, the Grantor, APCO Construction, Inc., an Ohio Corporation, by its president, Ann Marie Profanchik, thereunto duly authorized, has executed this Fifth Amendment this 30th day of November, 2001.

Signed and acknowledged
in the presence of:

APCO Construction, Inc.

Gloria J. DeLorenzo
Gloria J. DeLorenzo

By: Ann Marie Profanchik
ANN MARIE PROFANCHIK,

Print Name
Richard J. Mastroiana
Richard J. Mastroiana
Print Name

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named APCO Construction, Inc., an Ohio corporation, by Ann Marie Profanchik, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation, and the free act and deed of herself as its duly authorized officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman, Ohio, this 30th day of November, 2001.

Richard J. Mastroiana
Notary Public

RICHARD J. MASTRIANA, Attorney at Law
Notary Public—State of Ohio
My Commission Has No Expiration Date
Section 14³ B.C.

PRESENT
UNIT OWNERS & MORTGAGEES

UNIT OWNERS

MORTGAGEES

APCO Construction, Inc.
7851A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44512

Elanor and Barbara Huberty
7851B Walnut Street
Youngstown, Ohio 44512

Chase Manhattan Mortgage Corp.
3415 Vison Drive
Columbus, Ohio 43219

Wayne L and Carol A Cartwright
7853A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44512

Paul and Gizella Varkonda
7853B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Genevieve and Jerome W. Balistrino
7855A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Ed and Natalie Sinchick
7855B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Partick and Barbra Orlando
7857A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

James and Wilma Nelson
7857B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

APCO Construction, Inc.
7858A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44512

Nancy L. Sutton
7858B Walnut Street
Youngstown, Ohio 44512

Charter One Bank
955 Boardman-Poland Road
Boardman, Ohio 44512

Edward & Dorothy Lepsik
7859A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Kathryn L. Mathey
7859B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Joseph T. Slipenchak
7861A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Carol A. Essad
7861B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

John and Mary Lipinski
7862A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Rose Massucci
7862B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Jayne Corradetti
7863A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

John & Marsha Popovich
7863B Walnut Street
Youngstown, Ohio 44512

Home Savings & Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

Albert & Virginia A. Pallotta
7865A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Nicholas & Elsie Halladay, Jr.
7865B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Rose and Dominic Tomidajewicz
7866A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

EXHIBIT "A" (Continued...)

Janet M, Kemerer.
7866B Walnut Street
Youngstown, Ohio 44512

Home Savings and Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

Terry L. Yarian
7867A Walnut Street
Youngstown, Ohio 44512

Citizens Bank of Salineville, Ohio
10 East Main Street
Salineville, Ohio 43945

Deborah A. Profanchik
7867B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Paul and Dolores Gula
7869A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Bernard and Ruth Bindas
7869B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Deborah Evans
7871A Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Stephen Dubos
7871B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Rose Untch
7872A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Roy and Patricia Faur
7872B Walnut Street
Youngstown, Ohio 44512

Home Savings & Loan Company
275 Federal Plaza West
Youngstown, Ohio 44503

Frank and Marlene Rock
7873A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Beverly Snyder
7873B Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Paul J. Vallas
7875A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Donald & Kathleen Weinart
7875B Walnut Street
Youngstown, Ohio 44512

First Place Bank
724 Boardman-Poland Road
Boardman, Ohio 44513

Frank & Betty Percic
7876A Walnut Street
Youngstown, Ohio 44512

No Mortgagee

Frank and Dorothy Monico
7876B Walnut Street
Youngstown, Ohio 44512

Charter One Bank
955 Boardman-Poland Road
Boardman, Ohio 44512

EXHIBIT "A" (Continued)

PORTION OF PARCEL NO. 2 SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

LEGAL DESCRIPTION
Walnut Grove Condominium
Phase 6

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

Known as being part of Section No. 25, Division 4 in said Boardman Township and being further bounded and described as follows:

Beginning at the northwesterly corner of Lot No. 85 in the Auburn Hills Plat No. 6 as recorded in Volume 92 at Page 169 of the Mahoning County Record of Plats;

Thence by the next two courses along the westerly line of said Auburn Hill Plat No. 6, South 03 degrees 15 minutes 37 seconds West a distance of 197.12 feet to a point;

Thence South 13 degrees 15 minutes 10 seconds West a distance of 165.15 feet to a point;

Thence North 63 degrees 57 minutes 00 seconds West a distance of 232.53 feet to a point;

Thence South 33 degrees 44 minutes 43 seconds West a distance of 49.33 feet to a point;

Thence South 59 degrees 24 minutes 20 seconds West a distance of 73.99 feet to a point;

Thence North 86 degrees 30 minutes 19 seconds West a distance of 95.64 feet to a point on the westerly line of Auburn Hills Plat No. 5;

Thence by the next two courses along said westerly line, North 03 degrees 29 minutes 41 seconds East a distance of 91.38 feet to a point;

Thence North 83 degrees 28 minutes 00 seconds East a distance of 81.88 feet to a point;

Thence North 33 degrees 47 minutes 00 seconds East a distance of 135.01 feet to a point;

Thence South 84 degrees 56 minutes 08 seconds East a distance of 38.33 feet to a point;

Thence North 06 degrees 41 minutes 32 seconds West a distance of 86.67 feet to a point;

Thence North 21 degrees 38 minutes 34 seconds East a distance of 73.00 feet to a point;

Thence South 56 degrees 25 minutes 21 seconds East a distance of 58.00 feet to a point;

Thence South 86 degrees 30 minutes 19 seconds East a distance of 75.00 feet to a point;

Thence North 03 degrees 29 minutes 41 seconds East a distance of 8.00 feet to a point on the southerly right-of-way line of Walnut Street;

Thence along said right-of-way line, South 86 degrees 30 minutes 19 seconds East a distance of 104.06 feet to the **Point of Beginning** and containing within said bounds 2.276 acres of land.

EXHIBIT "B(1)"

PORTION OF PARCEL NO. 2 NOT SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE

**LEGAL DESCRIPTION
Walnut Grove Condominium
Expandable Area**

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

Known as being part of Section No. 25, Division 4 in said Boardman Township and being further bounded and described as follows:

Beginning at a point on the southerly right-of-way line of Walnut Street, said point being North 86 degrees 30 minutes 19 seconds West a distance of 104.06 feet from the northwesterly corner of Lot No. 85 in Auburn Hills Plat No. 5 as recorded in Volume 92 at Page 169 of the Mahoning County Record of Plats;

Thence South 03 degrees 29 minutes 41 seconds West a distance of 8.00 feet to a point;

Thence North 86 degrees 30 minutes 19 seconds West a distance of 75.00 feet to a point;

Thence North 56 degrees 25 minutes 21 seconds West a distance of 58.00 feet to a point;

Thence South 21 degrees 38 minutes 34 seconds West a distance of 73.00 feet to the true **Point of Beginning**;

Thence South 06 degrees 41 minutes 32 seconds East a distance of 86.67 feet to a point;

Thence North 84 degrees 56 minutes 08 seconds West a distance of 38.33 feet to a point;

Thence South 33 degrees 47 minutes 00 seconds West a distance of 135.01 feet to a point;

Thence South 83 degrees 28 minutes 00 seconds West a distance of 81.88 feet to a point;

Thence North 03 degrees 29 minutes 41 seconds East a distance of 20.73 feet to a point;

Thence North 86 degrees 30 minutes 19 seconds West a distance of 23.42 feet to a point;

Thence North 03 degrees 29 minutes 41 seconds East a distance of 232.00 feet to a point;

Thence South 86 degrees 30 minutes 19 seconds East a distance of 17.06 feet to a point;

Thence North 03 degrees 29 minutes 41 seconds East a distance of 69.66 feet to a point;

Thence South 86 degrees 30 minutes 19 seconds East a distance of 67.00 feet to a point;

Thence South 70 degrees 29 minutes 31 seconds East a distance of 44.00 feet to a point;

Thence South 21 degrees 38 minutes 34 seconds West a distance of 69.00 feet to a point;

Thence South 68 degrees 21 minutes 26 seconds East a distance of 95.00 feet to the **Point of Beginning** and containing within said bounds 1.050 acres of land.

EXHIBIT "B (2) "

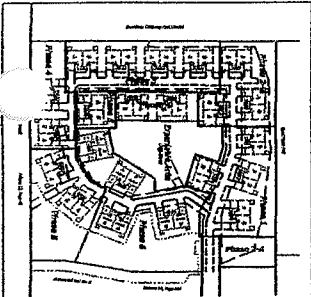
EXHIBIT "C"
To Fifth Amendment to Declaration of Condominium Ownership
for Walnut Grove Condominium

REFERENCE TO DRAWINGS

The drawings attached hereto are reduced and are finished for ease of reference.

The Particulars of the land, buildings, and other improvements, including but not limited to, the layout, location, designation, dimension of each Unit, the layout, location and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the Fifth Amendment Drawings incorporated in the Fifth Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium, by reference as Exhibit "C", prepared and bearing the certified statements of Haven R. Grover, Western Reserve Land Consultants, 20 East McKinley Way, Poland, Ohio 44514, Registered Surveyor, No. 6971 and James Dundon, Registered Engineer No. 29844, 20 East McKinley Way, Poland, Ohio 44514, as required by the Condominium Act of the State of Ohio.

Such set of Fifth Amendment Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Mahoning County, Ohio simultaneously with the recording of the Fifth Amendment to the Declaration.



SITE VICINITY MAP

LEGAL DESCRIPTION OF PHASE 6
 The following is a legal description of the land shown on the attached plat, to-wit:

 [Detailed legal description text follows, including bearings and distances for various parcels.]

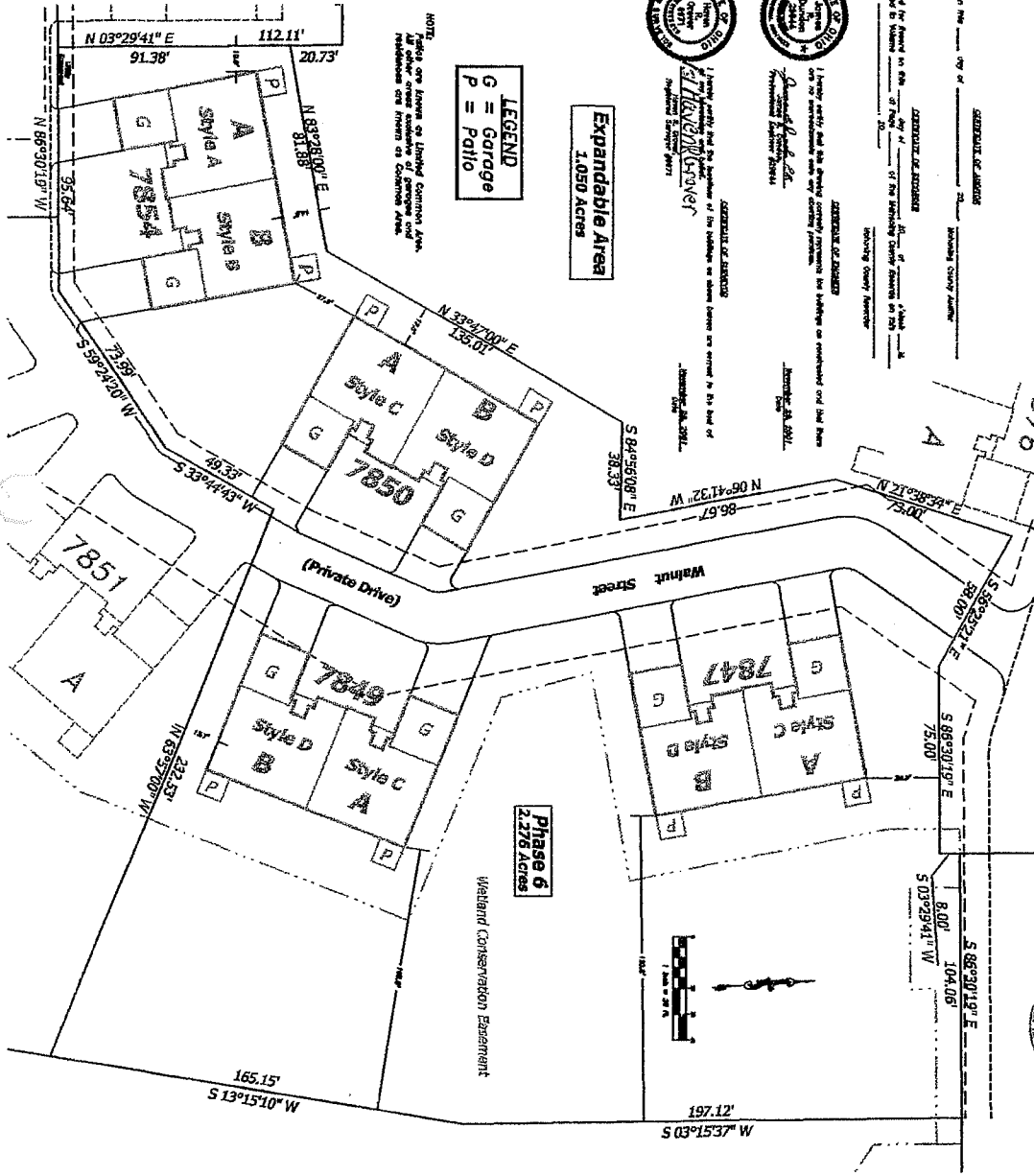
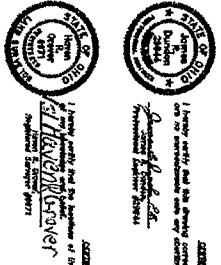


Exhibit "C"



DEPARTMENT OF LANDS
 Surveyor General
 State of Ohio

DEPARTMENT OF REVENUE
 State of Ohio

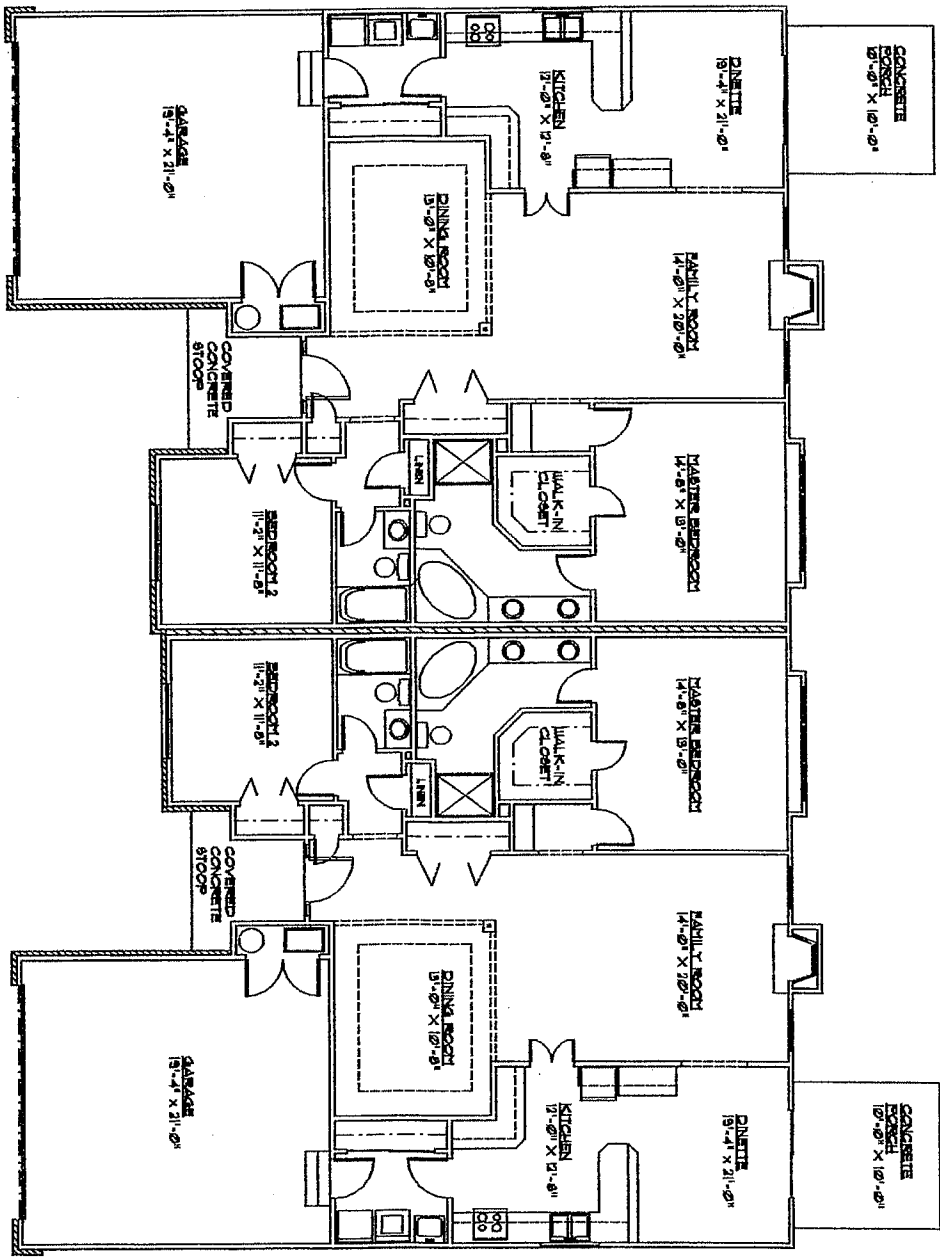
WALNUT GROVE CONDOMINIUM PHASE 6

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Part of Section No. 25, 4th Div.
 Boardman Township
 Mahoning County, Ohio

Prepared by:
 APCD Construction, Inc.
 c/o Andy Profanchik
 5684 Bay Hill Drive
 Canfield, Ohio 44405
 Phone: 330-758-3600

WESTERN RESERVE LAND CONSULTANTS, INC.
 20 East McKinley Way, Poland, Ohio 44264
 Phone: 330-757-2200 Fax: 330-757-7000



BUILDING ADDRESS:
 1854A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE A
 1854 862 FT.

BUILDING ADDRESS:
 1854B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE B
 1854 862 FT.

FLOOR PLANS

Sheet No. A-1

**PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION**

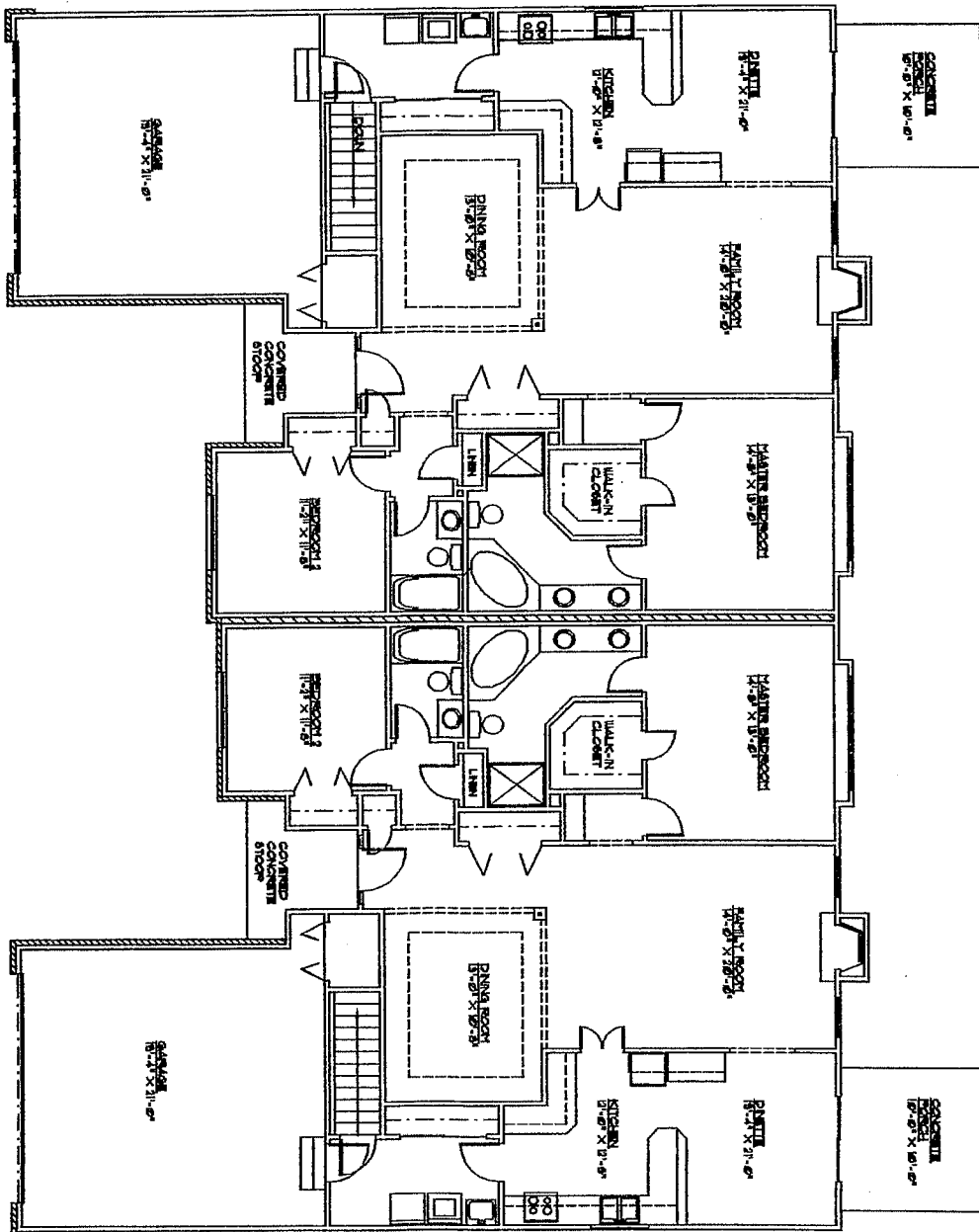
SCALE: 1/4" = 1'-0"
 DATE: 10/2/88

CONTROR: APCO
 FILE NAME: APCO4
 SHEET NAME:



**DAVID S. KIRALY
 ARCHITECT, INC.**

675 TIFFINANCE ROAD, BUILDING B, SUITE 103
 CANFIELD, OHIO (216) 533-101



BUILDING ADDRESS:
 1847A, 1849A, 1850A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE C - HAS BASEMENT
 1864 SQ. FT.

BUILDING ADDRESS:
 1847B, 1849B, 1850B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE D - HAS BASEMENT
 1864 SQ. FT.

FLOOR PLAN

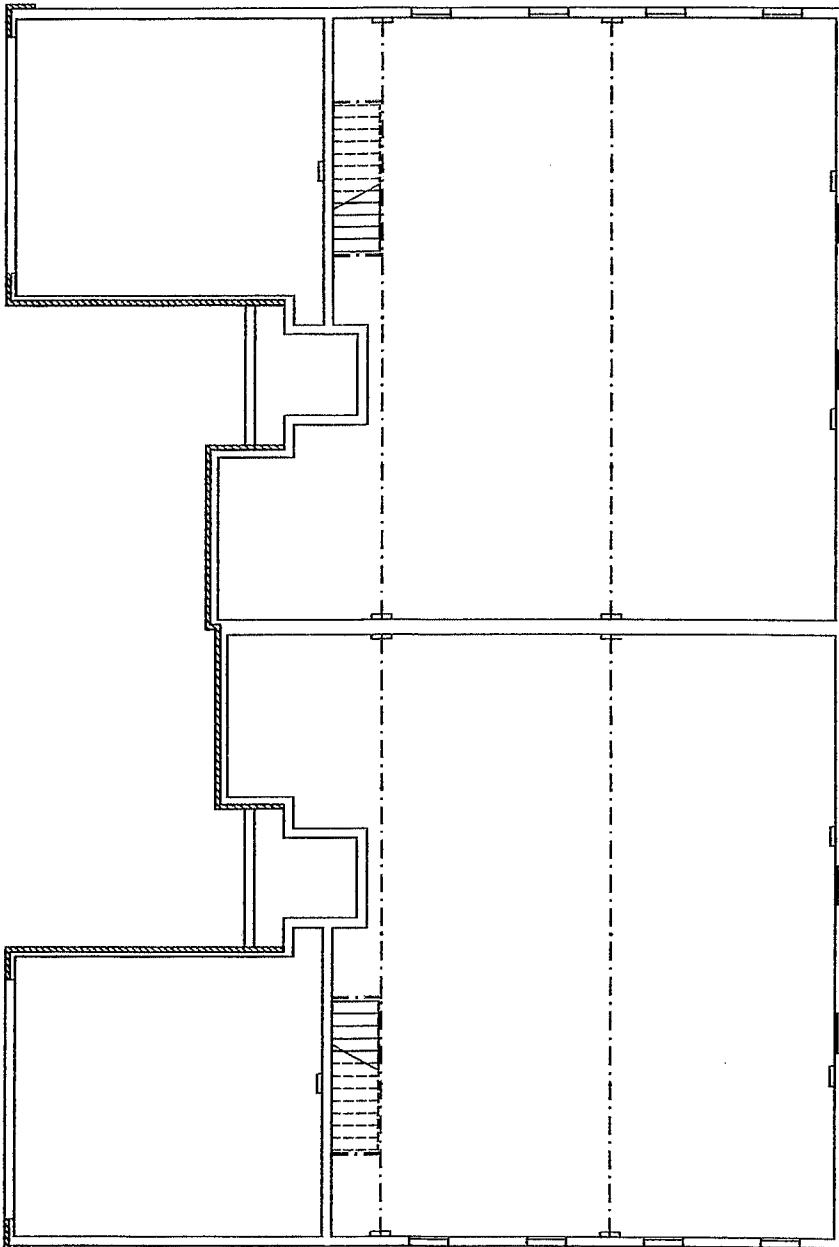
A-2

**PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION**



**DAVID S. KIRALY
 ARCHITECT, INC.**

4715 TIPPECANOE ROAD, BUILDING B, SUITE 105
 CANFIELD, OHIO (216) 533-1121



BUILDING ADDRESS:
 1847A, 1849A, 1850A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE C - HAS BASEMENT
 1604 SQ. FT.

BUILDING ADDRESS:
 1847B, 1849B, 1850B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE D - HAS BASEMENT
 1604 SQ. FT.

BASEMENT PLAN
 1/4" = 1'-0"

BASEMENT PLAN
 A-3

CLIENT NAME
 APCO
FILE NAME
 APCO
CONTRIBUTOR
 APCO

SCALE
 1/4" = 1'-0"
DATE
 1/28/01

**PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION**



**DAVID S. KIRALY
 ARCHITECT, INC.**

675 TIFFECANCE ROAD, BUILDING B, SUITE 105
 CANFIELD, OHIO (216) 533-101

EXHIBIT "D"
PERCENTAGE OF OWNERSHIP OF COMMON AREAS

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage Of Ownership</u>
C	7847A Walnut Street	1,604	2.31%
D	7847B Walnut Street	1,604	2.31%
C	7849A Walnut Street	1,604	2.31%
D	7849B Walnut Street	1,604	2.31%
C	7850A Walnut Street	1,604	2.31%
D	7850B Walnut Street	1,604	2.31%
C	7851A Walnut Street	1,604	2.31%
D	7851B Walnut Street	1,604	2.31%
C	7853A Walnut Street	1,604	2.31%
D	7853B Walnut Street	1,604	2.31%
A	7854A Walnut Street	1,504	2.17%
B	7854B Walnut Street	1,504	2.17%
C	7855A Walnut Street	1,604	2.31%
D	7855B Walnut Street	1,604	2.31%
C	7857A Walnut Street	1,604	2.31%
D	7857B Walnut Street	1,604	2.31%
A	7858A Walnut Street	1,504	2.17%
B	7858B Walnut Street	1,504	2.17%
C	7859A Walnut Street	1,604	2.31%

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage Of Ownership</u>
D	7859B Walnut Street	1,604	2.31%
C	7861A Walnut Street	1,604	2.31%
D	7861B Walnut Street	1,604	2.31%
A	7862A Walnut Street	1,504	2.17%
B	7862B Walnut Street	1,504	2.17%
C	7863A Walnut Street	1,604	2.31%
D	7863B Walnut Street	1,604	2.31%
C	7865A Walnut Street	1,604	2.31%
D	7865B Walnut Street	1,064	2.31%
A	7866A Walnut Street	1,504	2.17%
B	7866B Walnut Street	1,504	2.17%
C	7867A Walnut Street	1,604	2.31%
D	7867B Walnut Street	1,604	2.31%
C	7869A Walnut Street	1,604	2.31%
D	7869B Walnut Street	1,604	2.31%
C	7871A Walnut Street	1,604	2.31%
D	7871B Walnut Street	1,604	2.31%
A	7872A Walnut Street	1,504	2.17%
B	7872B Walnut Street	1,504	2.17%
C	7873A Walnut Street	1,604	2.32%

EXHIBIT "D" (Continued...)

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage Of Ownership</u>
D	7873B Walnut Street	1,604	2.32%
C	7875A Walnut Street	1,604	2.32%
D	7875B Walnut Street	1,604	2.32%
A	7876A Walnut Street	1,504	2.17%
B	7876B Walnut Street	<u>1,504</u>	<u>2.17%</u>
	TOTAL:	69,376	100.00%

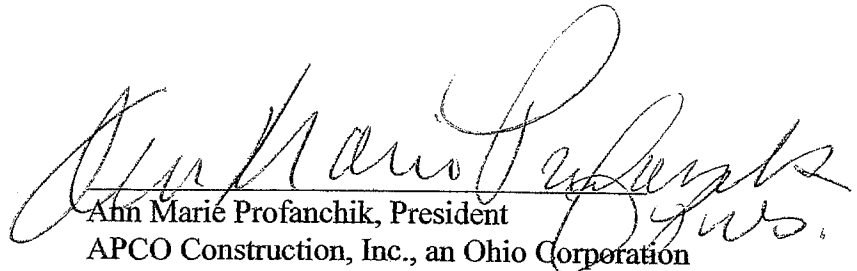
Note: Unit square footage was based upon livable square footage only, and does not include porches, garages, or basements.

STATE OF OHIO)
) SS: AFFIDAVIT
MAHONING COUNTY)

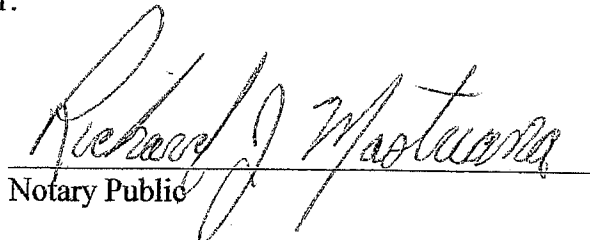
BEFORE ME, a Notary Public in and for the above County and State, personally appeared the undersigned, Ann Marie Profanchik, who being first duly sworn by me, deposes and states the following:

1. She is president of APCO Construction, Inc., an Ohio Corporation; and
2. APCO Construction, Inc., as owner of certain premises located in Boardman Township, County of Mahoning and State of Ohio, has determined to dedicate a portion of said premises described as Parcel No. 2 as referred to in the Declaration of Condominium Ownership in Deed Volume 3695, Page 226 et seq., as filed with the Mahoning County Recorder on June 5, 1998, pursuant to Article 16 of said Declaration of Condominium Ownership; and
3. Article 17 of said Declaration of Condominium Ownership requires that before an amendment to add additional property may be filed for record in Mahoning County, notice by Certified Mail must be sent to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership; and
4. On or before November 30, 2001, on behalf of APCO Construction, Inc., she caused to be sent such certified notice containing a copy of the Fifth Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership.

Further Affiant sayeth naught.


Ann Marie Profanchik, President
APCO Construction, Inc., an Ohio Corporation

SWORN to before me and SUBSCRIBED in my presence, this 30th day of November, 2001.


Notary Public

RICHARD J. MASTRIANA, Attorney at Law
Notary Public—State of Ohio
My Commission Has No Expiration Date
Section 147 R.C.

WALNUT GROVE CONDOMINIUM
Boardman Township, Ohio

CONSENT OF MORTGAGEE

The undersigned, First Place Bank fka Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, is mortgagee of the premises described in the within Fifth Amendment to the Declaration of Condominium Ownership by virtue of a Mortgage Deed executed by APCO Construction, Inc., an Ohio Corporation, as recorded in the Mortgage Records of the Recorder of Mahoning County in Volume 2114, Page 41.

The undersigned hereby consents this 30th day of December, 2001, to the execution and delivery of the foregoing Fifth Amendment of Declaration of Condominium Ownership, with Amended Drawings incorporated therein and exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio.

Signed and acknowledged in
the presence of:

Robin Radowick
Robin Radowick

Janet J. Byrne
Janet J. Byrne

FIRST PLACE BANK

By David S. Hinkle
David S. Hinkle
its Senior Vice President

By Brian E. Hoopes
Brian E. Hoopes
its Senior Vice President

STATE OF OHIO)
) SS:
MAHONING COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared David S. Hinkle, the Senior Vice President, and Brian E. Hoopes, the Senior Vice President of First Place Bank, a Corporation organized under the laws of the United States of America, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Youngstown, Ohio, on this 30th day of November, 2001.

This Instrument Prepared By:
Richard J. Mastriana, Esq.
1006 Boardman-Canfield Road
Boardman, Ohio 44512
Phone: (330) 726-8300

Janet J. Byrne
Notary Public
JANET J. BYRNE, Notary Public
State of Ohio
My Commission Expires 8/12/2003

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OWNERSHIP FOR WALNUT GROVE CONDOMINIUM

200200048734
Filed for Record in
MAHONING COUNTY, OHIO
RONALD V. GERBERRY
11-08-2002 03:11 pm.
AM CONDO 90.00
OR Book 5266 Page 1414 - 1433

This will certify that copies of this Amendment,
together with Drawings, attached as Exhibits thereto,
were filed in the Office of the County Auditor of
Mahoning County, Ohio on November 8,
2002.

By: R. Gochman
DEPUTY AUDITOR

THIS INSTRUMENT PREPARED BY:
RICHARD J. MASTRIANA, ESQ.
1006 Boardman-Canfield Road
Suite 1
Boardman, Ohio 44512
Phone: (330) 726-8300
6th-AMEND-DEC.9-20-02RJM

Notarization has Complied with Sec. 307.01
Fee \$ _____ Receipt # 9292
Permissive Tax _____
Exempt _____ Date 11-8-02
By: R. Gochman Date
GEORGE J. TABLACK, COUNTY AUDITOR

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM**OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in Deed Volume 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation, hereinafter referred to as "Grantor"; and

WHEREAS, a certain instrument entitled First Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 3902, Page 53 et seq., and in Plat Volume 96, Pages 84-87 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said First Amendment was filed on October 30, 1998 by Grantor; and

WHEREAS, a certain instrument entitled Second Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4174, Page 75 et seq., and in Plat Volume 97, Pages 56-61 in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Second Amendment was filed on May 17, 1999 by Grantor; and

WHEREAS, a certain instrument entitled Third Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 4383, Page 210 et seq., and in Plat Volume 98, Pages 25 et seq. in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Third Amendment was filed on October 22, 1999 by Grantor; and

WHEREAS, a certain instrument entitled Fourth Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 5120, Page 13 et seq., and in Plat Volume 100, Pages 228 et seq. in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Fourth Amendment was filed on May 30, 2001 by Grantor; and

WHEREAS, a certain instrument entitled Fifth Amendment to Declaration of Condominium Ownership for Walnut Grove Condominium, together with Drawings attached as an Exhibit thereto, was filed in Deed Volume 5168, Page 315 et seq., and in Plat Volume 101, Pages 237 et seq. in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Fifth Amendment was filed on December 4, 2001 by Grantor; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the unit owners named in Exhibit "A" are hereinafter referred to as "Unit Owners", and the mortgagees named in Exhibit "A" of said Unit Owners are hereinafter referred to as the "Mortgagees"; and

WHEREAS, Grantor is, pursuant to Article 17 of said Declaration, the duly appointed and acting Attorney-in-Fact of each of the Unit Owners and Mortgagees, for the purpose of executing, acknowledging, and recording (i) for and in the name of each such Unit Owner, such amendments to the Declaration as are contemplated by Article 16 thereof, and (ii) for and in the name of each such Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 16 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit the balance of Parcel No.2, as described and defined in Exhibit "A(2)" of said Declaration, together with the improvements thereon constructed as described in Exhibit "B" attached hereto, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

NOW, THEREFORE, Grantor hereby declares:

1. All terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in said Declaration:
2. Grantor is the owner of Parcel No.2 described on Exhibit "B" which together with all buildings and other improvements located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property;
3. The Declaration is hereby amended in accordance with the provisions of Articles 16 and 17 thereof, in the following respects:
 - (a) Article 4 of the Declaration is hereby deleted and the following is hereby substituted in lieu thereof:

ARTICLE 4

General Description of Condominium Property

Until amended as provided in Article 17 hereof, the Condominium Property consists of Parcel No.1 and the balance of Parcel No.2 as described in Exhibit "B" and the Buildings and other improvements located thereon, including, without limitation, twenty-three (23) one story residential structures containing a total of forty-six (46) Units and one (1) one story freestanding

residential structure containing one (1) Unit, and all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings on Parcel No.1 and the balance of Parcel No.2, are constructed principally of wood framing and brick veneer and vinyl siding type exterior. All Units are designated as Style A, Style B, Style C, or Style D on the Drawings. The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The freestanding Unit at 7846 Walnut Court is a Style B Unit. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout. The Style A and Style B Units each contain 1,504 square feet, excluding basements, garages, and porches. The Style C and Style D Units each contain 1,604 square feet, excluding basements, garages, and porches. If an Owner elects to have the rear porch covered and/or screened in, the Owner shall, prior to construction, submit design plans to the Association which shall have the prior right to approve same. Such covered and/or screened in porch will not be heated and will not affect the percentage of ownership within the Association.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

(b) The Drawings, attached as Exhibit "C" to the Declaration and filed in Plat Volume 95, Pages 125-128, and referred to in Article 1, B.(xiv) thereof, are hereby amended by adding thereto and making a part hereof, the Drawings (hereinafter referred to as "Sixth Amendment Drawings") prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to the balance of Parcel No.2 described on Exhibit B hereto, and the Buildings and other improvements located thereon, which Sixth Amendment Drawings are identified as Exhibit "C" and attached to this Sixth Amendment.

(c) Article 6, B of the Declaration relating only to each Unit's respective percentage of interest in the Common Elements as set forth in Exhibit "D" of the Declaration is hereby deleted and Exhibit "D" attached hereto is substituted in lieu thereof.

(d) Each Unit's percentage of interest in the Common Elements has been determined by Grantor in accordance with the Condominium Act based on the proportion of the square footage of each Unit, excluding garages and porches, as such Unit bears to the aggregate square footage of all Units, excluding garages, porches, and basements, as of the date this Sixth Amendment was filed for record.

4. Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect.

5. Consent to this Sixth Amendment to the Declaration of Condominium Ownership on behalf of the Unit Owners and on behalf of the Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Article 17 of the Declaration.

APCO Construction, Inc., an Ohio Corporation, by its president, Ann Marie Profanchik, thereunto duly authorized, has executed this Sixth Amendment this 28th day of October, 2002

APCO Construction, Inc., an Ohio Corporation

By: Ann Marie Profanchik
ANN MARIE PROFANCHIK, President

STATE OF OHIO)
) SS
COUNTY OF MAHONING)

The foregoing instrument was acknowledged before me on the 28th day of October, 2002, by APCO Construction, Inc., an Ohio Corporation ANN MARIE PROFANCHIK, President and that the same was the free act and deed of said corporation and her free act and deed as its duly authorized officer and as an individual.

In Testimony Whereof, I have hereunto set my hand and official seal

Richard J. Matriana
Notary Public

RICHARD J. MASTRIANA, Attorney at Law
Notary Public — State of Ohio
My Commission Has No Expiration Date
Section 147, R.S.

**BALANCE OF PARCEL NO. 2 SUBMITTED
TO CHAPTER 5311 OF THE OHIO REVISED CODE**

**LEGAL DESCRIPTION
Walnut Grove Condominium
Phase 7**

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

Known as being part of Section No. 25, Division 4 in said Boardman Township and being further bounded and described as follows:

Beginning at a point on the southerly right-of-way line of Walnut Street, said point being North 86 degrees 30 minutes 19 seconds West a distance of 104.06 feet from the northwesterly corner of Lot No. 85 in Auburn Hills Plat No. 5 as recorded in Volume 92 at Page 169 of the Mahoning County Record of Plats;

Thence South 03 degrees 29 minutes 41 seconds West a distance of 8.00 feet to a point;
Thence North 86 degrees 30 minutes 19 seconds West a distance of 75.00 feet to a point;
Thence North 56 degrees 25 minutes 21 seconds West a distance of 58.00 feet to a point;
Thence South 21 degrees 38 minutes 34 seconds West a distance of 73.00 feet to the true **Point of Beginning**;

Thence South 06 degrees 41 minutes 32 seconds East a distance of 86.67 feet to a point;
Thence North 84 degrees 56 minutes 08 seconds West a distance of 38.33 feet to a point;
Thence South 33 degrees 47 minutes 00 seconds West a distance of 135.01 feet to a point;
Thence South 83 degrees 28 minutes 00 seconds West a distance of 81.88 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 20.73 feet to a point;
Thence North 86 degrees 30 minutes 19 seconds West a distance of 23.42 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 232.00 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 17.06 feet to a point;
Thence North 03 degrees 29 minutes 41 seconds East a distance of 69.66 feet to a point;
Thence South 86 degrees 30 minutes 19 seconds East a distance of 67.00 feet to a point;
Thence South 70 degrees 29 minutes 31 seconds East a distance of 44.00 feet to a point;
Thence South 21 degrees 38 minutes 34 seconds West a distance of 69.00 feet to a point;
Thence South 68 degrees 21 minutes 26 seconds East a distance of 95.00 feet to the **Point of Beginning** and containing within said bounds 1.050 acres of land.

EXHIBIT "B"

EXHIBIT "C"
To Sixth Amendment to Declaration of Condominium Ownership
for Walnut Grove Condominium

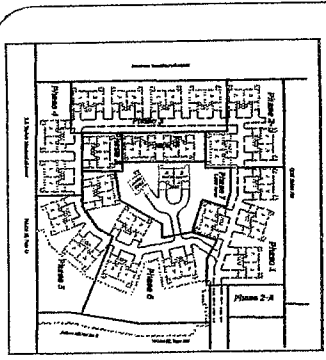
REFERENCE TO DRAWINGS

The drawings attached hereto are reduced and are finished for ease of reference.

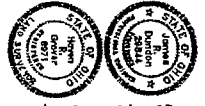
The Particulars of the land, buildings, and other improvements, including but not limited to, the layout, location, designation, dimension of each Unit, the layout, location and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the Sixth Amendment Drawings incorporated in the Sixth Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium, by reference as Exhibit "C", prepared and bearing the certified statements of Haven R. Grover, Western Reserve Land Consultants, 20 East McKinley Way, Poland, Ohio 44514, Registered Surveyor, No. 6971 and James Dundon, Registered Engineer No. 29844, 20 East McKinley Way, Poland, Ohio 44514, as required by the Condominium Act of the State of Ohio.

Such set of Sixth Amendment Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Mahoning County, Ohio simultaneously with the recording of the Sixth Amendment to the Declaration.

Exhibit "C"



SITE VICINITY MAP



STATE OF OHIO
MAHONING COUNTY

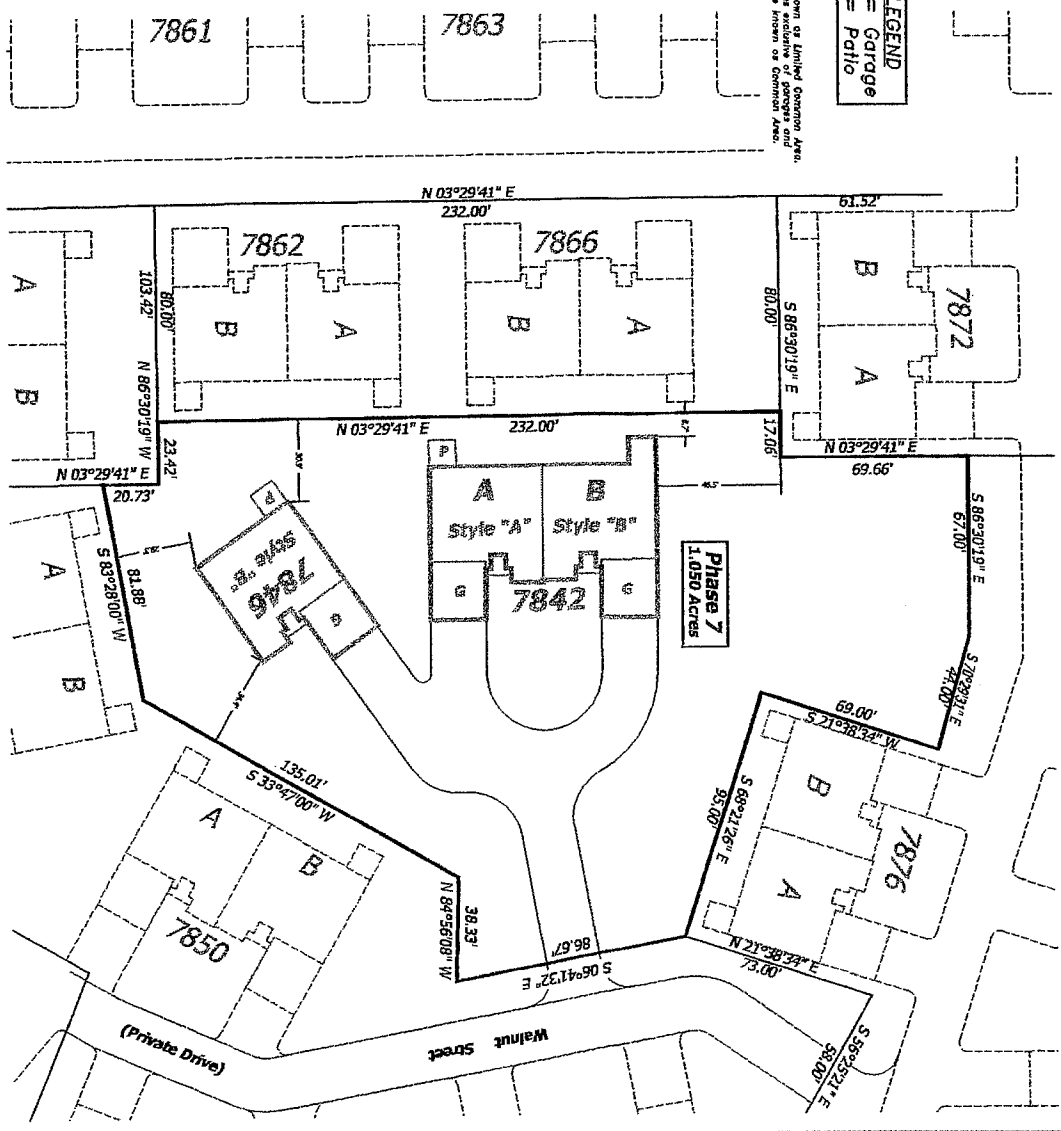
I, **James E. Gonyea**, County Auditor, do hereby certify that the foregoing conveyance represents the buildings as described and that there is no other claim of any person or persons in violation of any laws or ordinances of this County.

James E. Gonyea
 County Auditor
 Mahoning County, Ohio

DEPARTMENT OF REVENUE
 State of Ohio
 Mahoning County Auditor
 James E. Gonyea

LEGAL DESCRIPTION OF SUBJECT
 That in 88... of... Mahoning County, Ohio...

LEGAL DESCRIPTION OF SUBJECT
 That in 88... of... Mahoning County, Ohio...



LEGEND
 G = Garage
 P = Patio

NOTE
 All other areas exclusive of garages and residences are known as Common Area.

WALNUT GROVE CONDOMINIUM PHASE 7

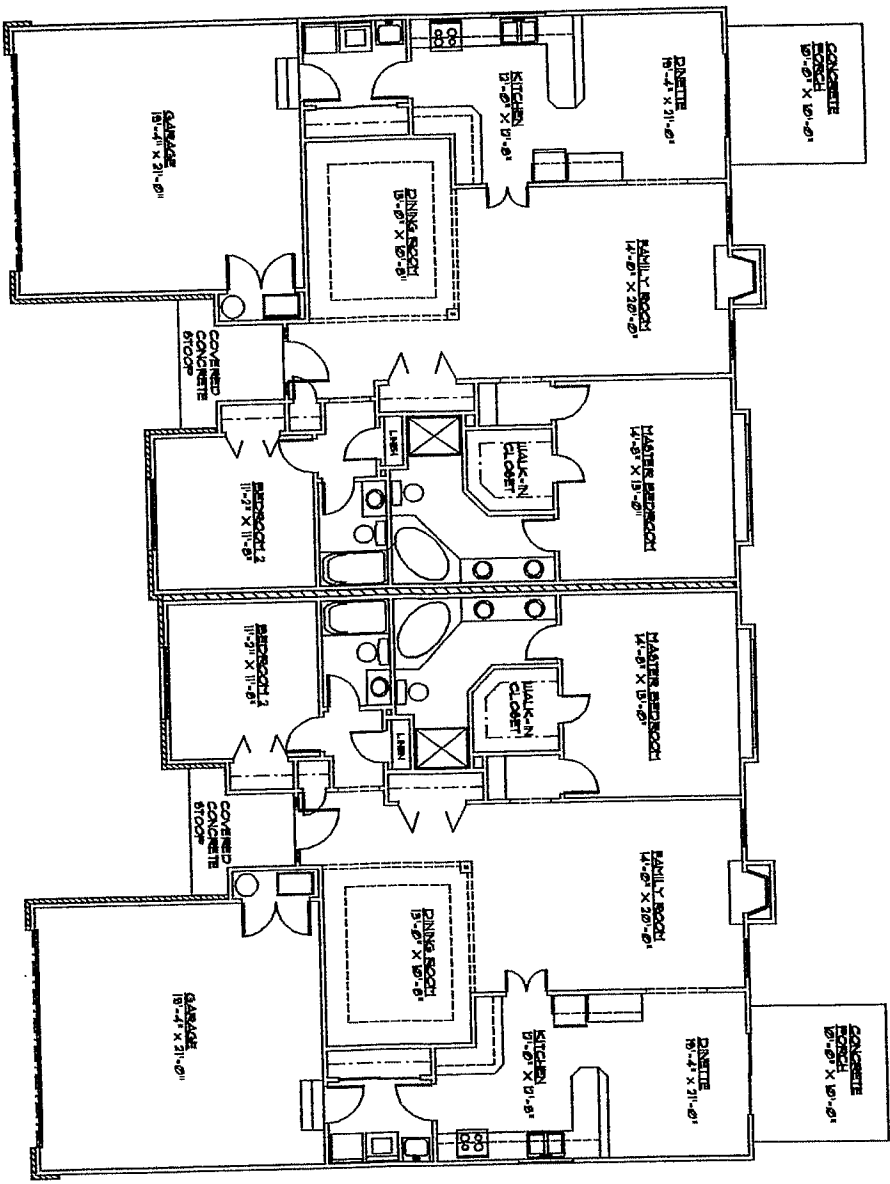
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Part of Section No. 25, 4th Div.
 Boardman Township
 Mahoning County, Ohio

Prepared By:
 APCO Construction, Inc.
 c/o Andy Profranchik
 5684 Bay Hill Drive
 Canfield, Ohio 44406
 Phone: 330-758-3600

WESTERN RESERVE LAND CONSULTANTS, INC.
 6520 Market Street, Boardman, Ohio 44512
 Phone: 330-955-2337 Fax: 330-955-6183





BUILDING ADDRESS:
 1842A WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE A - SLAB
 1804 SQ. FT.

BUILDING ADDRESS:
 1842B WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE B - SLAB
 1804 SQ. FT.

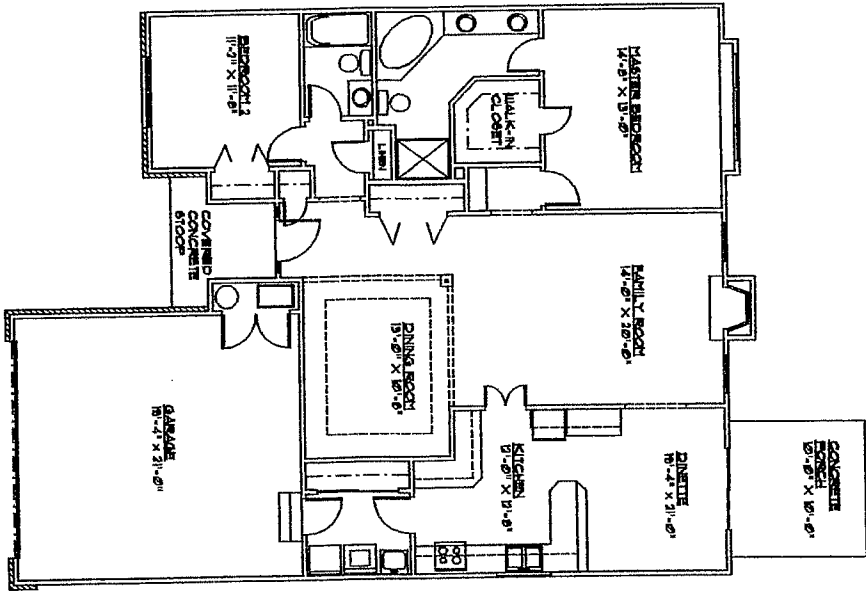
FLOOR PLANS
 SHEET NO. A-1

DATE 09/18/92
 SCALE 1/4" = 1'-0"
 DRAWN BY [illegible]

PROPOSED DUPLEX
 CONDOMINIUMS FOR
 APCO CONSTRUCTION



DAVID S. KIRALY
 ARCHITECT, INC.
 678 TIFFEANCE ROAD, BUILDING B, SUITE 105
 CANFIELD, OHIO (216) 833-1121



BUILDING ADDRESS:
 1846 WALNUT ST.
 BOARDMAN TOWNSHIP, OHIO
 STYLE B - SLAB
 1864 SQ. FT.

FLOOR PLANS
 SHEET NO. A-1

SCALE
 1/4" = 1'-0"
 DATE 02/19/07

PROPOSED DUPLEX CONDOMINIUMS FOR APCO CONSTRUCTION



DAVID S. KIRALY ARCHITECT, INC.
 615 TIFFIN ROAD, BUILDING B, SUITE 103
 CANFIELD, OHIO (216) 533-1211

EXHIBIT "D"
PERCENTAGE OF OWNERSHIP OF COMMON AREAS

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage Of Ownership</u>
A	7842 A Walnut Street	1,504	2.04%
B	7842 B Walnut Street	1,504	2.04%
B	7846 Walnut Street	1,504	2.04%
C	7847A Walnut Street	1,604	2.17%
D	7847B Walnut Street	1,604	2.17%
C	7849A Walnut Street	1,604	2.17%
D	7849B Walnut Street	1,604	2.17%
C	7850A Walnut Street	1,604	2.17%
D	7850B Walnut Street	1,604	2.17%
C	7851A Walnut Street	1,604	2.17%
D	7851B Walnut Street	1,604	2.17%
C	7853A Walnut Street	1,604	2.17%
D	7853B Walnut Street	1,604	2.17%
A	7854A Walnut Street	1,504	2.04%
B	7854B Walnut Street	1,504	2.04%
C	7855A Walnut Street	1,604	2.17%
D	7855B Walnut Street	1,604	2.17%
C	7857A Walnut Street	1,604	2.17%
D	7857B Walnut Street	1,604	2.17%

EXHIBIT "D" (CONTINUED...)

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage Of Ownership</u>
A	7858A Walnut Street	1,504	2.04%
B	7858B Walnut Street	1,504	2.04%
C	7859A Walnut Street	1,604	2.17%
D	7859B Walnut Street	1,604	2.17%
C	7861A Walnut Street	1,604	2.17%
D	7861B Walnut Street	1,604	2.17%
A	7862A Walnut Street	1,504	2.04%
B	7862B Walnut Street	1,504	2.04%
C	7863A Walnut Street	1,604	2.17%
D	7863B Walnut Street	1,604	2.17%
C	7865A Walnut Street	1,604	2.17%
D	7865B Walnut Street	1,604	2.17%
A	7866A Walnut Street	1,504	2.04%
B	7866B Walnut Street	1,504	2.04%
C	7867A Walnut Street	1,604	2.17%
D	7867B Walnut Street	1,604	2.17%
C	7869A Walnut Street	1,604	2.17%
D	7869B Walnut Street	1,604	2.17%

EXHIBIT "D" (Continued...)

<u>Unit Style</u>	<u>Address</u>	<u>Square Footage</u>	<u>Percentage Of Ownership</u>
C	7871A Walnut Street	1,604	2.17%
D	7871B Walnut Street	1,604	2.17%
A	7872A Walnut Street	1,504	2.03%
B	7872B Walnut Street	1,504	2.03%
C	7873A Walnut Street	1,604	2.17%
D	7873B Walnut Street	1,604	2.17%
C	7875A Walnut Street	1,604	2.17%
D	7875B Walnut Street	1,604	2.17%
A	7876A Walnut Street	1,504	2.03%
B	7876B Walnut Street	<u>1,504</u>	<u>2.03%</u>
TOTAL:		<u>73,888</u>	<u>100.00%</u>

Note: Unit square footage was based upon livable square footage only,
and does not include porches, garages, or basements.

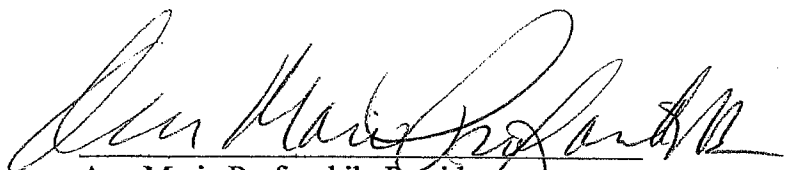
STATE OF OHIO)
) SS:
MAHONING COUNTY)

AFFIDAVIT

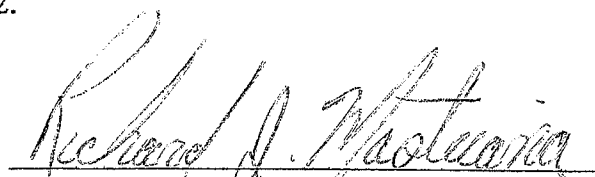
BEFORE ME, a Notary Public in and for the above County and State, personally appeared the undersigned, Ann Marie Profanchik, who being first duly sworn by me, deposes and states the following:

1. She is president of APCO Construction, Inc., an Ohio Corporation; and
2. APCO Construction, Inc., as owner of certain premises located in Boardman Township, County of Mahoning and State of Ohio, has determined to dedicate a portion of said premises described as Parcel No. 2 as referred to in the Declaration of Condominium Ownership in Deed Volume 3695, Page 226 et seq., as filed with the Mahoning County Recorder on June 5, 1998, pursuant to Article 16 of said Declaration of Condominium Ownership; and
3. Article 17 of said Declaration of Condominium Ownership requires that before an amendment to add additional property may be filed for record in Mahoning County, notice by Certified Mail must be sent to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership; and
4. On or before October 28, 2002, on behalf of APCO Construction, Inc., she caused to be sent such certified notice containing a copy of the Sixth Amendment to the Declaration of Condominium Ownership for Walnut Grove Condominium to all Unit Owners of record and all first mortgagees having bona fide liens of record against any Unit Ownership.

Further Affiant sayeth naught.


 Ann Marie Profanchik, President
 APCO Construction, Inc., an Ohio Corporation

SWORN to before me and SUBSCRIBED in my presence, this 28th day of October, 2002.


 Notary Public
 RICHARD J. MASTRIANA, Attorney at Law
 Notary Public—State of Ohio
 My Commission Has No Expiration Date
 Section 147 R.C.

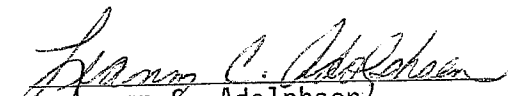
WALNUT GROVE CONDOMINIUM
Boardman Township, Ohio
CONSENT OF MORTGAGEE

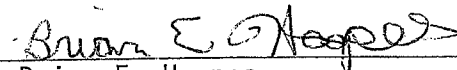
The Undersigned, First Place Bank fka Federal Savings Bank of Youngstown, a Corporation organized under the laws of the United States of America, is mortgagee of the premises described in the within Sixth Amendment to the Declaration of Condominium Ownership by virtue of Mortgage Deed executed by APCO Construction, Inc., an Ohio Corporation, as recorded in the Mortgage Records of the Recorder of Mahoning County in Volume 2114, Page 41.


The undersigned hereby consents this 17th day of October, 2002, to the execution and delivery of the foregoing Sixth Amendment of Declaration of Condominium Ownership, with Amended Drawings incorporated therein and exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio.

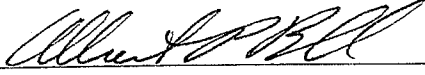
Signed and acknowledged in
the presence of:

FIRST PLACE BANK


Leann E. Adolphsen

By: 
Brian E. Hoopes
Its: Sr. Vice President


Robin Radowick

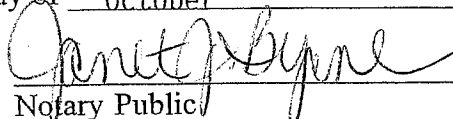
By: 
Albert P. Blank
Its: Sr. Vice President

STATE OF OHIO)
MAHONING COUNTY)SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Brian E. Hoopes, the Sr. Vice President, and Albert P. Blank, the Sr. Vice President of First Place Bank, a Corporation organized under the laws of the United States of America, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Youngstown, Ohio, on this 17th day of October, 2002.

This Instrument Prepared by:
Richard J. Mastriana, Esq.
1006 Boardman-Canfield Road
Boardman, Ohio 44512


Notary Public

JANET J. BYRNE, Notary Public
State of Ohio
My Commission Expires 8/12/2003

PUBLIC OFFERING STATEMENT FOR
WALNUT GROVE CONDOMINIUM
BOARDMAN TOWNSHIP

(An Expandable Condominium Development)

IMPORTANT MATTERS TO BE CONSIDERED
IN ACQUIRING A CONDOMINIUM UNIT
ARE SET FORTH IN THIS DOCUMENT

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY
STATING THE REPRESENTATIONS OF THE DEVELOPER. REFERENCE
SHOULD BE MADE TO THE CONDOMINIUM INSTRUMENTS, THIS
PUBLIC OFFERING STATEMENT AND ITS EXHIBITS.**

(Revised - For Use with Sixth Amendment - Phase 7)

PREFACE

This Disclosure Statement is offered in compliance with Section 5311.26 of the Ohio Revised Code which relates to the disclosure of all material circumstances or features affecting the purchase of a Condominium Ownership Interest in Walnut Grove Condominium, Boardman Township, Ohio ("Condominium Development"). This Disclosure Statement is prepared in accordance with the sections and subsections of Section 5311.26 of the Ohio Revised Code.

Except as otherwise set forth herein, all words and terms used herein shall have the same respective meanings as specified in the Declaration of Condominium Ownership for Walnut Grove Condominium (the "Declaration"), a copy of which Declaration, amendments, if any, to the Declaration, together with a copy of the By-Laws of the Condominium, amendments, if any, to the By-Laws, and a copy of the Drawings and amendments, if any, to the Drawings of Walnut Grove Condominium (the "By-Laws" and the "Drawings", respectively) have been delivered to each purchaser of a Unit or have been made available for each purchaser's review.

PUBLIC OFFERING & DISCLOSURE STATEMENT

(Prepared in Compliance with Section
5311.26 of the Ohio Revised Code)

GENERAL INFORMATION

This Public Offering Statement is intended to contain a full and accurate presentation of all material circumstances and features affecting Walnut Grove Condominium. Each prospective purchaser of a Unit is urged to review this Statement carefully before entering into a purchase agreement for the purchase of a Unit. Each prospective purchaser should recognize, however, that the Developer reserves the right to amend, supplement or withdraw Statement at any time prior to the time that the Developer legally accepts a purchase agreement from each such prospective purchaser.

This Public Offering Statement may be relied upon only by a prospective purchaser of a Unit in Walnut Grove Condominium who buy their Unit from the Developer. Prospective purchasers should rely only upon the information, representations and other matters which are set forth in this Statement or in any of the other written documents which relate to Walnut Grove Condominium. No person has been authorized by the Developer to make any oral representations or an agreement with the respect to the development, construction, sale, management, use, operation or any other aspect of Walnut Grove Condominium which is not expressly set forth in this Statement or in any of such other written documents. The material contained in this Public Offering Statement is not subject to any verbal amendment or supplement; only those amendments or supplements which are contained in a written document signed or furnished by the Developer will be binding upon the Developer.

FORMAT

The information regarding Walnut Grove Condominium which is required to be furnished to prospective purchasers of Units in Walnut Grove Condominium has been assembled in this Public Offering Statement in a manner which is intended to be informative and useful. This Public Offering Statement describes the material circumstances and features affecting Walnut Grove Condominium. The Condominium documents include the Declaration of Condominium Ownership, together with any amendments thereto filed or to be filed in Mahoning County Records, (which together with the attached By-Laws and Drawings is hereinafter referred to as the "Declaration"). In the event of any inconsistency between the body of this Public Offering Statement and the Condominium documents, the Condominium documents will control.

Each Purchaser should recognize that the narrative body of this Public Offering Statement represents only a general summary of those matters which are otherwise addressed in the Condominium documents and that a complete review of all such documents is necessary in order to fully understand the matters which are otherwise addressed in the Condominium documents and that a complete review of all of such documents which are necessary in order to fully understand the matters which are discussed in the body of this Public Offering Statement.

- A. Condominium Development Name and Address:
Walnut Grove Condominium Association
Walnut Drive
Boardman, Ohio 44512

Developer:
APCO Construction, Inc.
5684 Bay Hill Drive
Canfield, Ohio 44406
Telephone No. (330) 758-3600

Development Manager:
APCO Construction, Inc.
5684 Bay Hill Drive
Canfield, Ohio 44406
Phone No. (330) 758-3600

- B. General Description of the Development:

Walnut Grove Condominium is an expandable residential condominium development of one story condominium units, with private access drives and green areas.

The First Phase of the development consisted of four (4) Buildings containing eight (8) Units. The Second Phase of the development consisted of three (3) Buildings containing six (6) Units. The Third Phase of the development consisted of four (4) Buildings containing eight (8) Units. The Fourth Phase of the development consisted of four (4) Buildings containing eight (8) Units. The Fifth Phase of the development consisted of three (3) Buildings containing six (6) Units. The Sixth Phase of the development consisted of four (4) Buildings containing eight (8) Units. The Seventh and final phase of the development consists of two (2) Buildings containing three (3) Units. Fifteen Units in Phases I, II, III, IV, V, VI and VII have a size of 1,504 square feet each, and thirty-two Units in Phases I, II, III, IV, V, VI and VII contain 1,604 square feet each (as shown on the plan referred to herein), excluding porches, garages, and basements.

There are four (4) types of Units in Phases I, II, III, IV, V, VI and VII.

All Units are designated as Style A, B, C, or D on the Drawings.

The Style A Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, and rear porch. The Style B Unit is the same as the Style A Unit except that it is the mirror image of the Style A Unit and has a reversed layout. The Unit at 7846 Walnut Court is a freestanding Unit that is a Style B. The Style C Unit has a master bedroom, second bedroom, two full baths, kitchen, dining room, dinette, family room with fireplace, laundry/utility room, two car garage, rear porch, and basement. The Style D Unit is the same as the Style C Unit except that it is the mirror image of the Style C Unit and has a reversed layout.

All Units reflect a continuity of design by use of brick veneer and vinyl siding exteriors. The interior of each Unit, subject to certain restraints and limitations, may be custom designed. These interior design variations, together with the selection of optional items, such as appliances, fixtures and finishes preclude stating a standard price for each type of Unit.

The total number of Units that may be included in Walnut Grove Condominium due to future expansion was forty-eight (48), however, the final number is forty seven (47). No Future Units may be added after this phase.

Each Unit Owner will hold title in fee simple in his or her Unit (consisting generally of the residential and garage space, together with components and elements serving only such spaces) and will possess an undivided interest in the Common Areas and Facilities (consisting generally of the land and all structures, driveways and other improvements situated therein, but excluding the Units) as tenants in common with other Unit Owners.

In accordance with and to the extent permitted by law, a one (1) bedroom Unit shall be occupied by not more than two (2) persons, a two (2) bedroom Unit shall be occupied by not more than four (4) persons, and a three (3) bedroom Unit shall be occupied by not more than six (6) persons.

C. Status of Development:

The first, second, third, fourth, fifth and sixth phases of Walnut Grove Condominium have been completed. The seventh phase of Walnut Grove Condominium has commenced. Two (2) units in Phase VI I are substantially completed. Two (2) units will be completed by the end of September, 2002 and the remaining one (1) unit in Phase VII will be completed by the end of 2002, barring unforeseen problems such as weather conditions, material shortages, strikes or other causes beyond the control of the Developer. It is anticipated that the Common Areas and Facilities for the final phase will be completed at the same time.

Walnut Grove Condominium meets the zoning requirements for multi-family residential structures such as the type condominium units being constructed. A site plan, a copy of which is attached hereto as Exhibit "A", sets forth the design of the maximum number of Units that may be

included in Walnut Grove Condominium. It was anticipated that there will be twenty-four (24) buildings which is what has been constructed. The Developer reserves the right to amend, alter or modify the site plan as conditions and zoning regulations may warrant.

Walnut Grove Condominium complies with all Federal, State and local statutes and regulations.

The Developer had the right to construct additional condominium Units on the Additional Property or portions thereof, as is set forth in the Declaration of Walnut Grove Condominium and it had the right to do so at any time within seven (7) years following the recording of the Declaration in the Mahoning County Recorder's Office subject to the option of the Developer to renew the right for an additional seven (7) year period exercisable by the Developer within six (6) months prior to the expiration of the seven (7) year period and with the consent of the majority of the Unit Owners other than the Developer.

D. Financing:

The purchaser must obtain his or her own financing. The Developer does not offer any financing terms or arrangements for Walnut Grove Condominium.

E. Warranties:

The Developer provides a two-year warranty for Walnut Grove Condominium covering the full cost of labor and materials for any repair or replacement of roof and structural components and, mechanical, electrical, plumbing and common service elements serving the condominium property or additional property as a whole occasioned or necessitated by a defect in material or workmanship.

The Developer provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

In the case of an expandable condominium development such as Walnut Grove Condominium, the two-year warranty shall commence for property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Property, and for any Additional Property submitted by amendment to the Declaration, on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Additional Property; in either case to a purchaser in good faith for value.

The one-year warranty shall commence on the date the deed or other evidence of ownership is filed for record, following the first sale of a condominium Ownership Interest to a purchaser in good faith for value.

In the case of ranges, refrigerators, disposals, dishwashers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Developer, the Developer assigns the express and implied warranties of the manufacturers to the Unit Owner. The assignment of these warranties satisfies the Developer's obligation as to the above appliances. The Developer's warranty is limited to the installment of the appliances.

In the case of trees, shrubbery, and other landscaping installed by Grantor, the Grantor provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of said items. The one-year warranty shall commence for each phase on the date the deed or other evidence of ownership is filed for record for each phase, following the first sale of a condominium Ownership Interest to a Purchaser in good faith for value for said phase.

All warranties made to the Developer that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities are hereby expressly assigned to the purchaser.

The exclusive remedy for breach of any of the foregoing shall be the repair of such defect or the replacement of such defective component or element by the Developer. Any claim for breach of warranty not made within twenty-four (24) hours after expiration of the applicable warranty period by a Unit Owner in writing, addressed to APCO Construction, Inc., 5684 Bay Hill Drive, Canfield, Ohio 44406, shall be deemed waived by such Unit Owner.

THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF SUCH DEFECT.

F. Two Year Projection of Annual Expenditures Necessary to Operate and Maintain the Common Areas and Facilities of Walnut Grove Condominium, and Complete Statements of Estimated Monthly Cost Per Unit for Such Two Year Period:

The two-year projection of annual expenditures necessary to operate and maintain the Common Areas and Facilities of Walnut Grove Condominium and the monthly cost per unit as prepared by the Developer is attached hereto as Exhibit "B". The two year projection sets forth the specific assumptions and bases used in the projection together with a complete statement of estimated monthly cost per Unit for such two-year period.

G. Significant Provisions for Management of Walnut Grove Condominium:

Walnut Grove Condominium Unit Owners Association, Inc., an Ohio non-profit corporation, is the Unit Owners' association for Walnut Grove Condominium and was established by the Developer upon the filing of its Articles of Incorporation in the office of the Secretary of State of Ohio.

Each Unit Owner, upon acquiring an Ownership Interest in a Unit within the Condominium Property as presently constituted or enlarged by the additional Units as may be added, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his or her Ownership Interest at which time the new Owner or the Units shall automatically become a member of the Association.

There shall be one voting member for each Unit Ownership. Such voting member may be the Owner or the group composed of all the Owners of a Unit. The total number of votes of all voting members shall be one hundred (100) and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas and Facilities applicable to his or her or their Unit Ownership as set forth in the Declaration. The percentage of interest is calculated as to the proportion of the square footage of each Unit as it bears to the aggregate square footage of all Units. In the event additional Units are added to Walnut Grove Condominium, the respective percentages shall be changed in proportion to the then aggregate square footage of all Units.

The administration of the Common Areas and Facilities of the Condominium Property shall be by the Association and shall be in accordance with the provisions of the Declaration and By-Laws. Except as otherwise provided by law, the Declaration or the By-Laws, all power and authority of the Association shall be exercised by the Board of Managers which shall consist of not less than three (3) nor more than five (5) persons, all of which must be members of the Association.

During the construction phases of Walnut Grove Condominium, the Developer has retained the right to control the Association in accordance with applicable Ohio law. The Developer will turn over control of the Association to the members pursuant to the provisions of Article 19 of the Declaration.

The Association, in general, is responsible for the management, repair, alteration and improvement of the Common Area and Facilities and for the portions of Units that contribute to the support of the Buildings, as well as certain of the conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service.

Each Unit Owner, in general, shall be responsible for the maintenance, repair and replacement of his or her respective Unit and all internal installations such as appliances, heating, plumbing, electrical and air conditioning. Further, each Unit Owner shall be responsible for the repair, maintenance and replacement of the porch, windows, doors, vestibules and entryway which are limited to his or her Unit and are for his or her exclusive use.

In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or the By-Laws, the Board of Managers, for and on behalf of the Association, may do the following:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer and dispose of property of any description or any interest therein.
- (b) Make Contracts.
- (c) Effect insurance.
- (d) Borrow money, and issue, sell and pledge notes, bonds and other evidence of indebtedness of the Association.
- (e) Levy assessments against Unit Owners.
- (f) Employ a managing agent to perform such duties and services as the Board may authorize.
- (g) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
- (h) Do all things permitted by law and exercise all power and authority within the purposes stated in the By-Laws or the Declaration or incidental thereto.
- (i) It shall be the duty of the Board to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the voting power of the members who are entitled to vote.

The Association will purchase and provide fire and extended coverage insurance for the Buildings and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association.

EACH UNIT OWNER SHOULD OBTAIN INSURANCE AT HIS OR HER OWN EXPENSE, AFFORDING COVERAGE UPON HIS OR HER PERSONAL PROPERTY AND FOR HIS OR HER PERSONAL LIABILITY AND AS MAY BE REQUIRED BY LAW AND SHOULD OBTAIN CASUALTY INSURANCE AT HIS OR HER OWN EXPENSE UPON ANY IMPROVEMENTS IN HIS OR HER UNIT IN WHICH HE OR SHE WOULD HAVE AN INSURABLE INTEREST IN EXCESS OF HIS OR HER INTEREST IN THE CASUALTY INSURANCE POLICY PURCHASED BY THE ASSOCIATION.

EACH OWNER SHOULD CONSULT WITH AN INSURANCE AGENT TO DETERMINE WHAT INSURANCE COVERAGE MAY BE NECESSARY OR DESIRABLE. THE INSURANCE INDUSTRY HAS INSURANCE COVERAGE SPECIFICALLY DESIGNED FOR CONDOMINIUM UNIT OWNERS. THE INSURANCE PROVIDED THROUGH THE

ASSOCIATION, IN GENERAL, DOES NOT INSURE A UNIT OWNER'S CARPETING, WALL COVERING, CABINETS AND OTHER FIXTURES INSTALLED WITHIN THE UNIT.

The Condominium instruments are binding legal documents and, except for the addition of future Units and Parcels of land or portions thereof that may be made as provided in the Declaration, such documents may not be altered or amended unless at least seventy-five (75%) percent of the members of the Association consent to such alteration or amendment. Certain provisions of the documents cannot be altered or amended unless one hundred (100%) percent of the members of the Association consent.

The documents may be amended or altered effective upon the filing for record with the County Recorder 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 the number of members of the Association having such aggregate interest in the Common Areas and Facilities as may be required by Chapter 5311 of the Ohio Revised Code. In the case of an amendment for the purpose of adding to the Condominium Property as provided for in the Declaration, it shall be effective upon the filing for record with the County Recorder of an instrument in writing setting forth specifically the items to be amended, which instrument shall have been duly executed on behalf of the Developer in accordance with Article 17 of the Declaration and Ohio Revised Code, Chapter 5311.051.

H. Management Agreement:

A copy of the management agreement by and between the Association and APCO Construction, Inc., which is the Developer, is attached hereto as Exhibit "C".

The management agreement is legally binding upon each purchaser subject, however, to the conditions of termination therein which conditions comply with Chapter 5311 of the Ohio Revised Code.

The manager, which is also the Developer, shall have all of the powers and duties of the Association as is set forth in the Declaration and By-Laws.

The manager shall confer with and advise the Board of Managers, employ and discharge persons to work on or for the Association, collect assessments, cause the repair, replacement or improvements to the Common Areas and Facilities, purchase items and insurance for the Association, maintain complete record of accounts, prepare budgets, employ experts on behalf of the Association, expend funds on behalf of the Association and shall submit an accounting to the Association on a regular basis.

APCO Construction, Inc., as manager, will be compensated for such activities at the rate of \$10.00 per unit per month.

I. Purchaser's Rights:

A STATEMENT OF THE PURCHASER'S RIGHTS IS ATTACHED HERETO AS EXHIBIT "D".

J. Reserve Fund:

A reserve fund has been established commencing as of the date the Declaration is recorded as is provided for in Article V, Section 3 of the By-Laws. The purpose of the reserve fund is to provide for monies for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimates which may be necessary for the year in which they occur shall be charged first against such reserve fund.

The existence of this reserve fund is for the benefit of the Unit Owners and shall not be used by the Developer with respect to any warranties made by the Developer.

K. Significant Terms of Any Encumbrances, Easements, Liens, and Matters of Title Affecting Walnut Grove Condominium:

Title to the Units and the Common Areas and Facilities of Walnut Grove Condominium is burdened by the provisions of the condominium documents and drawings, easements and restrictions of record.

L. Escrow of Deposits:

Any deposit or down payment made in connection with the sale contract will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Developer. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four (4%) percent per annum for any period exceeding ninety (90) days 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.

Ohio law provides that deposits and down payments held in trust or escrow shall not be subject to attachment by creditors of the Developer or a purchaser.

M. Restraints on the Free Alienability of the Condominium Development:

Sale of the Condominium Property as a whole requires the assent of Unit Owners representing ninety (90%) percent of the voting power of the Association.

Any Unit Owner may sell his or her condominium Ownership Interest at any time to any person he or she so desires to sell to. The Association does not have any first right of refusal.

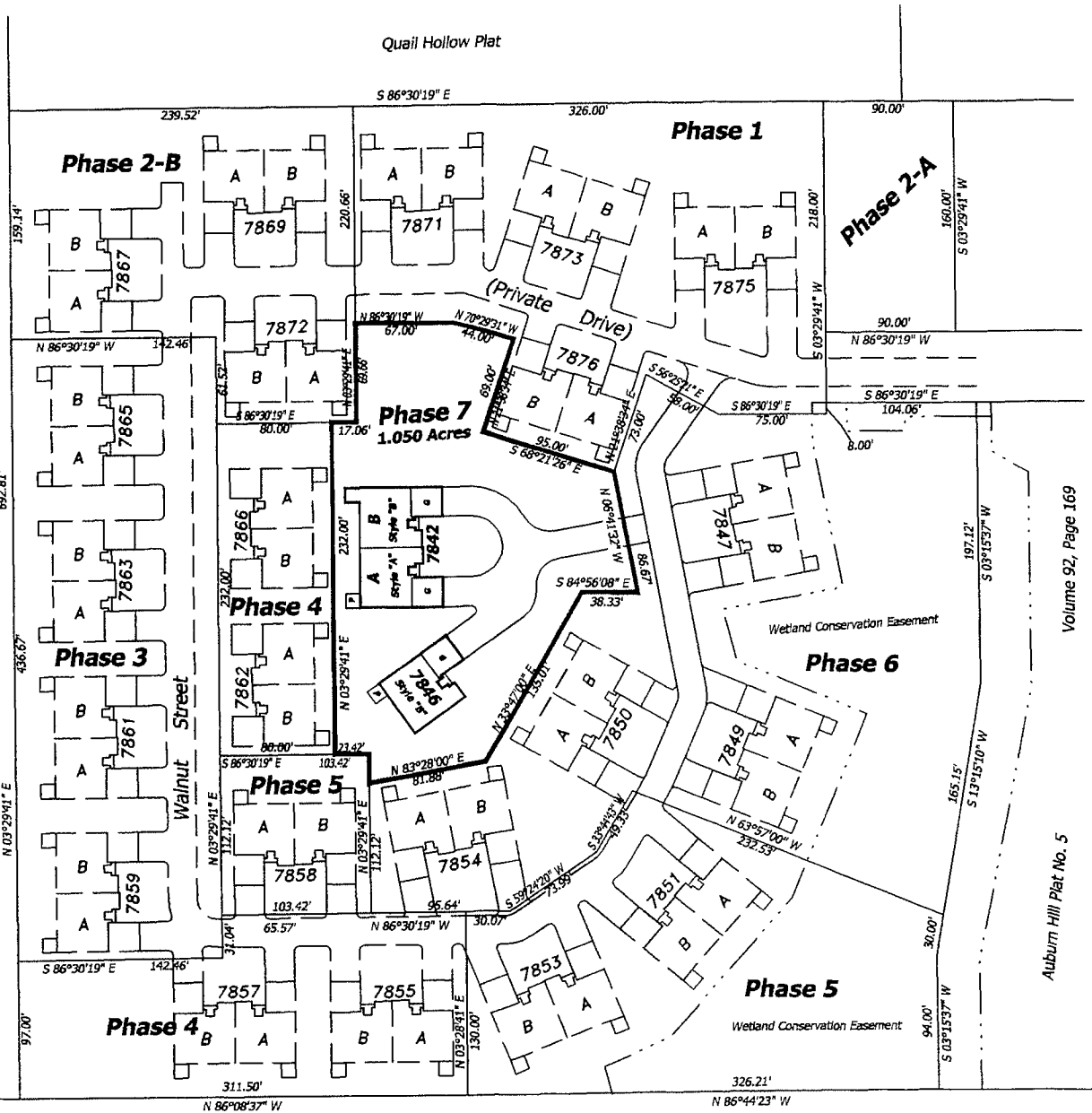
No Unit Owner may lease his or her condominium Ownership Interest for less than one year periods.

N. Litigation:

There is no present litigation concerning Walnut Grove Condominium or the Additional Property that may be added to Walnut Grove Condominium.

Boardman Township Park District

Quail Hollow Plat



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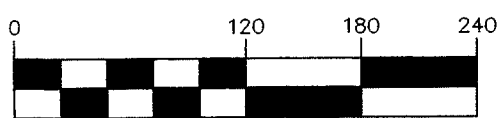
Auburn Hill Plat No. 5

B.E. Taylor's Woodland Allotment

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Walnut Grove Condominium
 Phase 7
 Auburn Hills Plat
 Boardman Township, Mahoning County, Ohio



1 inch = 120 ft.

Exhibit "A"

EXHIBIT B

to

PUBLIC OFFERING STATEMENT

**ESTIMATED ANNUAL EXPENDITURES
AND PER UNIT COSTS**

WALNUT GROVE CONDOMINIUM

PHASES I, II, III, IV, V, VI and VII - 47 UNITS

Pursuant to rules promulgated by Chapter 5311 of the Ohio Revised Code, the Developer has estimated the annual expenditures necessary, over a two year period, to operate and maintain the common areas and facilities of the condominium development together with the monthly costs per unit and a description of the assumptions and methods used in their calculation.

Although any method of estimating operating expenditure data requires certain subjective judgments, the Developer believes that the operating expense information has been calculated on the basis of reasonable assumptions. Such data may not be comparable among condominium developments and will be subject to errors of estimation which are inherent whenever subjective judgments are involved.

COMMON EXPENSES:

"Common Expenses" means those expenses designated as such in both Chapter 5311, the Declaration and the By-Laws. Basically they are made up of those expenses which are incurred on behalf of the unit owner's association to properly administer, operate and maintain the common areas of the condominium. The following schedule sets forth an estimate of the annual common expenses to be incurred during the first two years of operation using forty-seven (47) units.

	<u>Year 1</u>	<u>Year 2</u>
ADMINISTRATIVE EXPENSES:		
Office Expenses & Supplies	\$ 160.00	\$ 160.00
Accounting Fees	234.00	234.00
Legal Fees	234.00	234.00
Management Fee	<u>5,640.00</u>	<u>5,640.00</u>
	<u>\$6,268.00</u>	<u>\$6,268.00</u>
OPERATING EXPENSES:		
Refuse Removal	\$4,250.00	\$4,250.00
Common Area Utilities	<u>3,655.00</u>	<u>3,655.00</u>
	<u>\$7,905.00</u>	<u>\$7,905.00</u>
MAINTENANCE EXPENSES:		
Snow Removal,)		
Ground Maintenance and)		
Supplies)		
Miscellaneous Maintenance)	\$14,884.00	\$14,884.00
and Supplies)		
Miscellaneous Maintenance)	<u>\$14,884.00</u>	<u>\$14,884.00</u>
INSURANCE AND TAXES:		
Real Estate Taxes on Common Areas Billed Directly to Association	(none)	(none)

All Risk Insurance On Common Areas	<u>\$10,428.00</u>	<u>\$10,428.00</u>
	<u>\$10,428.00</u>	<u>\$10,428.00</u>
TOTAL COMMON EXPENSES BEFORE REPLACEMENT PROVISION	\$39,485.00	\$39,485.00
ADD ANNUAL REPLACEMENT PROVISION	<u>2,797.00</u>	<u>2,797.00</u>
TOTAL ESTIMATED ANNUAL COSTS AND EXPENSES TO UNIT OWNER'S ASSOCIATION	<u>\$42,282.00</u>	<u>\$42,282.00</u>

The following methods were used, as appropriate, to project the common expenses:

- (a) Current quoted market prices for goods and services provided to the condominium association.
- (b) Estimates based upon information from developers associated with operating and maintaining similar properties.

The projected common expenses should be interpreted only as approximations of anticipated expenses necessary to maintain and operate a first class condominium development locally. Decisions concerning the operation of the condominium property will be made by the Association, based on economic, regulatory, and competitive conditions existing on the dates such determinations are made. Resultantly, the actual incurrence of costs and expenses could differ from those shown above.

The Managing Agent, in its capacity as Managing Agent, will continually strive to minimize operating and maintenance expenses whenever possible while maintaining high quality standards for the development that will preserve the individual homeowner's investment.

PER UNIT COSTS:

PRORATION OF COMMON EXPENSES:

As specified in the Declaration, the common expenses shall be assessed against the unit owners by the condominium association according to the percentages of interest in the common areas and facilities of their respective units. The Developer has determined each unit's corresponding percentage of ownership in the common elements in accordance with Chapter 5311 of the Ohio Revised Code and such percentage of ownership is based on the proportion of the square footage of each unit (excluding garages, porches, and basements) as it bears to the aggregate square footage of all units on the date the Declaration is filed for record. The square footage is 1,504 each for the Style A and Style B Units, and 1,604 each for the Style C and Style D Units. The aggregate square footage for all forty-seven units is 73,888.

Thus, each unit's percentage of ownership in the common elements is as follows:

Style A	2.03 and 2.04%
Style B	2.03 and 2.04%
Style C	2.17%
Style D	2.17%

As shown above, the Developer has determined that the total annual assessments required for year one for forty-seven (47) units to cover the common expenses, as shown in the preceding schedule titled "Common Expenses", and provide for a modest surplus for contingencies is \$42,282.00. Therefore, during the first year of operations, the monthly assessments (rounded) were determined by multiplying \$42,282.00 by the ownership percentages, shown directly above, and then dividing the product by 12. Thus, the following monthly assessments for the various units are:

<u>Unit Style</u>	<u>Unit Address</u>	<u>Monthly Fee</u>
A	7842 A Walnut Street	72.00
B	7842 B Walnut Street	72.00
B	7846 Walnut Street	72.00
C	7847A Walnut Street	76.00
D	7847B Walnut Street	76.00
C	7849A Walnut Street	76.00
D	7849B Walnut Street	76.00
C	7850A Walnut Street	76.00
D	7850B Walnut Street	76.00
C	7851A Walnut Street	76.00
D	7851B Walnut Street	76.00
C	7853A Walnut Street	76.00
D	7853B Walnut Street	76.00
A	7854A Walnut Street	72.00
B	7854B Walnut Street	72.00
C	7855A Walnut Street	76.00
D	7855B Walnut Street	76.00
C	7857A Walnut Street	76.00
D	7857B Walnut Street	76.00
A	7858A Walnut Street	72.00
B	7858B Walnut Street	72.00
C	7859A Walnut Street	76.00
D	7859B Walnut Street	76.00
C	7861A Walnut Street	76.00
D	7861B Walnut Street	76.00
A	7862A Walnut Street	72.00
B	7862B Walnut Street	72.00
C	7863A Walnut Street	76.00

<u>Unit Style</u>	<u>Unit Address</u>	<u>Monthly Fee</u>
D	7863B Walnut Street	76.00
C	7865A Walnut Street	76.00
D	7865B Walnut Street	76.00
A	7866A Walnut Street	72.00
B	7866B Walnut Street	72.00
C	7867A Walnut Street	76.00
D	7867B Walnut Street	76.00
C	7869A Walnut Street	76.00
D	7869B Walnut Street	76.00
C	7871A Walnut Street	76.00
D	7871B Walnut Street	76.00
A	7872A Walnut Street	72.00
B	7872B Walnut Street	72.00
C	7873A Walnut Street	76.00
D	7873B Walnut Street	76.00
C	7875A Walnut Street	76.00
D	7875B Walnut Street	76.00
A	7876A Walnut Street	72.00
B	7876B Walnut Street	72.00

The monthly per unit assessments during year two are not anticipated to change except as units are added to the condominium. It is hoped that increases in common expenses during year two would be offset either by a slight budget surplus of the preceding year or by operating efficiencies generated during year one or from a combination of funds resulting from both occurrences. However, the above figures may change somewhat due to the inflationary influences of labor, materials, and supplies, and expanded services requested by homeowners.

REAL ESTATE TAXES:

According to the Mahoning County Treasurer's office, each unit and its percentage interest in the common areas and facilities will be deemed to be a separate parcel for all purposes of taxation and assessments of real property taxes. Therefore, the tax due on each unit will be reflective of both the appraised value assigned to each unit and that unit's pro rata share of the appraised value assigned to the common elements. Each unit owner will be separately billed for their tax due. Tax duplicates are sent out for the first and second half of any one taxable year sometime during February and August, respectively, of the next following year. The tax appraisal value, for newly constructed housing, is generally based on construction cost indices which are computed internally by the Mahoning County Auditor's office. Therefore, it is difficult to accurately predict the amount of tax due on each unit. However, in an attempt to provide some indication of monthly per unit cost

of real estate tax, it is suggested that each purchaser apply the following four formulas, in successive order, to their own particular situation:

- 1) TOTAL SALES PRICE LESS ITEMS OF PERSONAL PROPERTY (EG. RANGE, DISHWASHER, AND DISPOSAL) EQUALS ESTIMATED TAX APPRAISAL.
- 2) ESTIMATED TAX APPRAISAL TIMES 35% TIMES .054287369 TAX RATE EQUALS ANNUAL TAX BEFORE CREDIT.
- 3) ANNUAL TAX BEFORE CREDIT LESS 12.5% OF ANNUAL TAX (ROLLBACK CREDIT ADJUSTMENT) EQUALS ANNUAL TAX PAYABLE.
- 4) ANNUAL TAX PAYABLE DIVIDED BY 12 EQUAL MONTHLY ACCRUAL FOR REAL ESTATE TAXES.

By way of illustration, a sales price of \$135,000.00 (without any deductions for items of personal property) would thus yield an approximate annual tax payable, rounded to the nearest dollar, of \$2,244.00. The monthly accrual for real estate tax would thus be \$187.00. Assuming no real property reappraisals or adjustments, the monthly per unit tax accrual should remain the same during year two. It should be noted that per Section 164 of the Internal Revenue Code, real estate taxes paid are deductible on Schedule A of Form 1040.

INSURANCE:

The cost for maintaining all-risk insurance on the common areas and elements of the condominium property is included in the homeowner's monthly assessment. Such projected expenses have been calculated at current rates based upon the replacement costs for the buildings and improvements, less the cost for: individual unit modifications or alterations, land, excavation and foundations.

While the "All-risk" insurance policy is all-inclusive regarding the common areas and elements of the condominium property for both property damage and general liability, it does not provide coverage for the individual unit interiors or its contents (e.g. wallpapering and carpeting as well as personal possessions). Therefore, the Developer suggests that the individual purchasers carry a special condominium homeowner's insurance policy providing protection against personal property loss, liability and for individual unit betterments and/or improvements. Such a policy can be purchased at an annual cost of between \$125.00 and \$175.00, depending upon coverage and deductible amounts selected. A typical homeowner's policy also provides coverage for other areas and should seriously be considered by the purchaser. If desired, the Developer can refer the purchaser to a competent insurance professional who is knowledgeable in condominium matters and insurance.

UTILITIES:

Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. Utilities for each unit which are separately metered will be billed directly to the homeowner. Under current Ohio law, changes in utility rates must be approved by the Public Utilities Commission of Ohio. As rate changes are not predictable by the Developer, it is believed that any current figures supplied by the respective utility companies and used by the purchaser to estimate their monthly cost of utilities during year one be carried forward to the second year. Changes in monthly per unit utility costs between years could, however, result from an individual altering their energy or resource consumption patterns.

GAS:

The primary energy source for providing heat to the units and for the water heating is natural gas. The following monthly costs per unit for gas service were determined by the Developer, after consultation with the East Ohio Gas Company, taking into consideration the following factors: the heat loss of each unit, the number of units in the building, the size of the water heaters and the size of the furnaces. The cost for gas was thus estimated to be between \$55.00 and \$85.00 per month. Costs reflect the most recent price adjustment factors enacted by the East Ohio Gas Company.

ELECTRICITY:

The Developer has determined that predicting the monthly cost of electricity per unit with any degree of certainty is not reasonably ascertainable. The major problem encountered is that each purchaser has different life styles, habits and preferences which make establishing uniform consumption patterns, necessary for such a cost projection, very difficult. The Ohio Edison Company, which services the Youngstown area, was unable to provide any guidelines concerning the average kilowatt hours (KWH) used by its residential customers; and therefore, further inquiry was made to the Cleveland Electric Illuminating Company. Based upon consumption studies made by it, the average number of KWHs consumed, during a one month period, per household member, is approximately 500. This figure is exclusive of electrical service for heat. According to the Ohio Edison Company, the monthly cost per KWH for residential customers, including fuel charges, is approximately 0.11.

If more information is desired, the homeowner may obtain free information from the Ohio Edison Company. This information can be requested by either phoning them at 330-747-4200 or writing them at 100 Federal Plaza East, Youngstown, Ohio 44503.

WATER & SEWER:

As encountered in estimating the monthly cost of electricity per unit, variations in Purchaser lifestyles also make projecting, with any certainty, the monthly per unit water and sewer tax charges very difficult. Consumption studies made by the City of Youngstown Water Department indicate that a single person uses between 3,750 and 7,500 gallons of water during one billing period. The billing period is one quarter.

The Developer believes that the average monthly water charge will be approximately \$25.00. If more information is desired, please contact the Youngstown Water Department.

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 200____, by and between WALNUT GROVE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., an Ohio corporation hereinafter called "Association" and APCO CONSTRUCTION, INC., dba APCO MANAGEMENT, hereinafter called "Manager".

W I T N E S S E T H

WHEREAS, the Association is an association of Condominium family Unit Owners of Walnut Grove Condominium (hereinafter called "Condominium"); and

WHEREAS, a Declaration of Condominium pertaining to all of the property contained in said Condominium has been or will be filed with the Recorder of Mahoning County, Ohio, and shall hereinafter be referred to as "Declaration"; and

WHEREAS, pursuant to the By-Laws of the Association, it is vested with certain powers and charged with certain duties relative to the operation of the Condominium including the common areas and facilities as well as portions of the family units contained thereon; and

WHEREAS, all the property comprising the Condominium is and shall hereinafter be referred to as "Properties"; and

WHEREAS, the extent of the Properties and the complexity and burden of the duties and responsibilities of the Association require the employment of a manager; and

WHEREAS, the orderly and uniform administration, maintenance, appearance, upkeep and management of all the Properties as an entity is necessary and essential for the promotion and preservation of the communal nature of the Condominium and the protection of the property value therein including the value of the family units.

NOW, THEREFORE, in consideration of the promises and agreements of the parties one to another, be it and it is hereby agreed as follows:

1. Definitions. The terms used herein shall have the meaning set forth in the Declaration unless the context otherwise requires, and the terms and conditions set forth in the preamble clauses are incorporated herein.

2. Employment. The Association does hereby employ the Manager as the exclusive manager of the Properties and the Manager hereby accepts employment.

3. Term. Unless sooner terminated, as elsewhere herein provided, this agreement shall be in effect from the date hereof through _____, 200____, and thereafter shall continue to renew itself for one (1) year periods unless a party hereto shall give the other written notice of termination not less than 90 days prior to the date of next renewal.

EXHIBIT "C"

4. Powers and Duties of Manager. The Manager, to the exclusion of all persons including the Association and its members, shall have all the powers and duties of the Association as set forth in the Declaration and By-Laws of the Association (except such thereof as are specifically required to be exercised by its Board of Managers or members.) Amongst such powers and by way of illustration and not of limitation, the Manager shall:

A) Confer. Confer freely and fully with the Association's Board of Managers when so requested by them in connection with the performance of its duties. The Association shall give sufficient notice of and invite the Manager to attend all of the Association's Board of Managers', members' and committees' meetings.

B) Employees. Select, employ, supervise, direct and discharge in its absolute discretion, in its name and/or in the name of the Association, as the Manager shall determine such persons as it may require to fulfill its duties hereunder.

C) Collect Assessments. Collect all regular and special assessments from the Association's members. The Association hereby authorizes the Manager to request, demand, collect, receive, and receipt for any and all assessments and charges which may be due the Association and to take such action in the name of the Association by way of making, recording, satisfying, or foreclosing the Association's lien therefor, or by way of other legal process or otherwise as may be required for the collection of such assessments in accordance with the terms of the Declaration. As a standard practice, the Manager shall furnish the Association with an itemized list of all delinquent accounts on a monthly basis.

D) Repairs and Maintenance. Cause the grounds, lands, appurtenances and those portions of the common elements of the Properties to be maintained and repaired, including landscaping, re-landscaping, painting, roofing, cleaning and such other normal maintenance and repair work as may be necessary. For any one item of repair, replacement or refurbishing, the expense incurred shall not exceed the sum of \$500.00, unless specifically authorized by the Board of Managers of the Association, excepting, however, that emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of persons or property, or required to avoid suspension of any necessary service to the Properties, may be made by the Manager irrespective of the above cost limitation. Notwithstanding this authority as to emergency repairs, it is understood that the Manager will, if at all possible, confer immediately with the Association regarding emergency expenditures.

E) Laws. Take such action as may be necessary to comply with all laws, statutes, ordinances, and rules of all appropriate governmental authorities and the rules and regulations of the National Board of Fire Underwriters, or in the event the latter shall terminate its present functions, those of any other body exercising similar functions, subject to the limitations set forth in 4(D). The Manager, however, shall not take any action so long as the Association is contesting or has affirmed its intention to contest any such law, statute, ordinance, rule, regulation or order or requirement pursuant thereto.

F) Purchase. Purchase equipment, tools, appliances, goods, supplies and

materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Properties, as aforesaid. Purchaser shall be made in the name of the Manager, or, in its discretion, in the name of the Association. When making purchases, the Manager shall make reasonable effort to obtain the best price available, all factors considered, and shall disclose to the Association all discounts, commissions or rebates.

G) Insurance. Cause to be placed or kept in force all insurance required or permitted in the Declaration to be kept or placed by the Association; to bring suit thereon in the name of the Association and/or other insured and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the Association, and each owner of any other insured interest in the Properties, as an insured under such insurance policies; and to receive on behalf of the Association all insurance proceeds under minor losses, payable to the Association under its Declaration, unless same are paid to an insurance trustee.

H) Association's Records. Maintain the Association's minute books and membership lists; give notice of membership and Manager's meetings, and maintain all financial record books, accounts and other records required to be kept by the Association, by the Declaration or By-Laws of the Association; and issue certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Manager and shall be available for inspection at all reasonable times by the Association's Board of Managers and members. As a standard procedure, the Manager shall render to the Association a statement of its receipts and accounts for each calendar year no later than April 1st of the following year. The Manager shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Association shall have the right to an external independent audit provided the costs for the same and the employment of such auditor be by the Association directly and not through the Manager and the external independent auditor is acceptable to the Manager whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager.

I. Manager's Records. Maintain records sufficient to describe its services hereunder and such financial books and records, sufficient in accordance with prevailing accounting standards, as will identify the source of all funds collected by it in its capacity as Manager, and indicate the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's Board of Managers not more frequently than monthly.

J. Reserves. Establish general and specific reserves, both funded and unfunded, for the payment of any and all costs and expenses of the Association to be disbursed by the Manager hereunder. Should the Association itself decide to fund special reserve accounts, the Manager shall collect and account for such funds and disburse the same on the directions of the Association.

K. Funds. Deposit all funds collected from the Association's members or

otherwise accruing to the Association, in a special bank account or accounts of the Manager, in banks and/or savings and loan associations in the State of Ohio with suitable designation indicating their source.

L. Budget. Prepare with the assistance of an accountant an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new year based upon the then current schedule of monthly assessments and taking into account the general condition of the Association Properties, which budget shall comply to the requirements of the By-Laws, together with a statement from the Manager outlining a plan of operation and justifying the estimates made in every important particular, which shall be submitted to the Association in final draft at least 30 days prior to the commencement of the new year for which it has been made. The budget shall serve as a supporting document for the schedule of monthly assessments proposed for the new year. It shall also constitute major control under which the Manager shall operate and there shall be no substantial variances therefrom except as may be sanctioned by the Association or for emergencies as elsewhere herein provided. By this is meant that no expenses may be incurred or commitments made by the Manager in connection with maintenance and operation of the Properties in excess of the amounts allocated to the various classifications of expense in approved budget without prior consent of the Association except that, if necessary because of lack of sufficient time to obtain such prior consent, an overrun may be experienced provided it is brought promptly to the attention of the Association in writing.

M. Experts. Retain and employ attorneys-at-law, tax consultants, certified public accountants, health consultants, and such other experts and professionals who services the Manager may reasonably require to effectively perform its duties and exercise its powers hereunder. The Manager may retain a certified public accountant on an annual or specific fee basis and shall retain such other professionals and experts as it may hire on such basis as it deems most beneficial. The foregoing shall not be a limitation upon the right of the Association to employ such professionals and experts on its own account as it may desire but the employment of the same by the Association shall in no way affect the Manager's right to employ and continue the employment of the professionals and experts which it has or will employ nor shall the same in any way relieve the Association of its obligations to pay its share of the costs of professionals and experts retained by the Manager, as elsewhere herein provided. The Manager may retain certified public accountants for the purposes of supervising and auditing its books and records of the Association, the preparation of budgets, and for such other work for which the services of a certified public accountant are required or to retain an attorney-at-law for the purpose of affording it legal counsel, advise and representation in and about the exercise of its powers, duties and functions hereunder.

N. Access. Access to the common elements of the Properties at all times and, further, access to each unit during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common element contained therein or accessible therefrom, or for the making of emergency repairs therein necessary to prevent damage to the common elements or any other unit or units.

5. Assessments. Assessments shall be charged to the unit owners as provided in the Declaration. The Association agrees that it will not reduce assessments so that the amounts produced thereby is less than the amounts necessary to pay all items set forth in 6. It is

specifically understood that the Manager does not undertake to pay the same from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments of the Association shall be sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Association is insufficient to pay the same and to adequately fund reserves, the Manager shall so notify the Association in detail of the fact and request the Association to increase the assessments. Failure on the part of the Association to do so as provided by the Declaration may, at the option of the Manager, be construed as a breach of this agreement.

6. Application of Collections. All assessments and other revenues, if any, of the Association which the Manager shall collect shall be applied as follows:

A) Insurance. Payment of premiums on insurance policies carried by the Association and the Manager.

B) Manager. Next, to the payment of the Manager of its fees as hereinafter set forth in Section 7.

C) Utilities. Next, to the payment of utilities supplied to the condominium as a whole but not the bills of the individual units.

D) Balance. The balance shall be utilized, applied, disbursed and otherwise expended or reserved by the Manager to pay the costs and expenses of the services rendered by the Manager under this agreement. "Costs and expenses of services" as herein used is defined to include any and all costs or expenses incurred by the Manager in the performance of any of its duties or the exercise of any of its powers. By way of illustration and not of limitation said costs and expenses of service shall include:

1) Condominium Land and Buildings. Costs attributable to the maintenance, repair and upkeep of the Properties and appurtenances.

2) Materials and Supplies. The Association's share of all machinery, tools and equipment, goods, wares, materials and supplies of every nature and description required by the Manager in and about the performance of its services, as necessary for the utilization and enjoyment of the Properties.

3) Manager's Expenses. The Association's pro rata share of any fees for attorneys-at-law, certified public accountants and other professionals and experts employed by the Manager hereunder for the Association's direct benefit.

7. Manager's Compensation. It is specifically understood and agreed that the Manager shall perform all of the services required of it hereunder at no cost or expense whatever to itself but solely at the cost and expense of the Association and/or others, as elsewhere herein provided. As compensation for its services hereunder the Manager shall receive a net fee of \$10.00 per unit per month.

8. Family Units. This agreement does not contemplate nor is the Manager responsible for or required to perform the upkeep and repair of the interior of any units, the responsibility for which under the Declaration is that of the unit owner. However, the Manager may, in its absolute discretion, perform such maintenance and repair services of a unit as are required by a unit owner as an accommodation to the Association or to such unit owner and charge such unit owner, who shall have requested said service of the Manager, a reasonable charge therefor.

9. Interference. The Association shall not interfere nor permit, allow, or cause any of its officers, Managers or members to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

10. Default.

A) By the Association. If the Association or its members shall interfere with the Manager in the performance of its duties and exercise of its powers hereunder, or if the Association shall fail to promptly do any of the things required of it hereunder, including but not limited to the assessment of its members in amounts sufficient to defray in full the Manager's costs and expenses as herein defined and to otherwise pay all of the sums mentioned in 6, then the Manager, 30 days after having given said notice to the Association of said default by delivering said notice to any officer of the Association or in their absence, to any member of the Association, may declare this agreement in default unless such default be cured by the Association within 30 days after such notice. Upon default, the Manager may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the Association for damages and/or specific performance and/or such other rights and remedies as it may have. All of such rights of the Manager upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

B) By the Manager. Failure by the Manager to substantially perform its duties and obligations under this Agreement for a continuous period of 60 days after written notice of default from the Association, specifying the default complained of, shall be grounds for the Association's cancellation of this Agreement.

11. Termination of Agreement by Law. The Manager understands and agrees that, notwithstanding any other provisions of this Agreement to the contrary, upon assumption of control of the common areas and facilities and the Association by the unit owners as provided for in Section 5311.08(c) of the Ohio Revised Code, such unit owners and the Association shall not be subject to this Agreement beyond one year from the date thereof unless this Agreement is renewed by a vote of a majority of the unit owners other than the developer at a special or annual meeting of the Association in accordance with the provisions of the By-Laws.

12. Severability. If any section, subsection, sentence, clause, phrase or word of this agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein, and the remainder of this agreement, after the exclusion of such parts, shall be deemed and held to be

valid as if such excluded parts had never been included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Walnut Grove Condominium
Unit Owners Association, Inc.

By: _____
Ann Marie Profanchik, President

APCO Construction, Inc.
dba APCO Management

By: _____
Ann Marie Profanchik, President

PURCHASERS RIGHTS:

Each Purchaser has the right to review the condominium instruments as prepared for the condominium.

Other than as is provided further in this item, Purchaser shall not be entitled to void the contract of purchase unless a contingency of financing or sale of Purchaser's present residence is not met or if the developer shall fail to perform its obligations under the sales contract. In these events, the deposit shall be returned to Purchaser in full.

If Purchaser shall fail to perform Purchaser's obligations under the sales contract, the developer shall have the right to retain the deposit.

The rights of Purchasers to void the contract, any condition for return of the deposit and statement of Purchasers rights are set forth in Section 5311.27 as follows:

Sec. 5311.27 (A) In addition to any other remedy available, a contract or agreement for the sale of a condominium ownership interest that is executed in violation of section 5311.25 or 5311.26 of the revised code shall be voidable by the Purchaser for a period of fifteen days after the date of sale of the condominium ownership interest or fifteen days after the date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Revised Code, whichever occurs later. Upon exercise of this right to void the contract or agreement, the developer or his agent shall refund fully and promptly to the Purchaser any deposit or other pre-paid fee or item and any amount paid on the purchase price, and shall pay all closing costs paid by the Purchaser or for which he is liable in connection with the void sale.

(B) Any developer or agent who sells a condominium ownership interest in violation of Section 5311.25 or 5311.26 of the Revised Code shall be liable to the Purchaser in an amount equal to the difference between the amount paid for the interest and the least of the following amounts:

(1) The fair market value of the interest as of the time the suit is brought:

(2) The price at which the interest is disposed of in a bona fide market transaction before suit:

(3) The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of five hundred dollars for each violation against each Purchaser bringing an action under this division, together with court costs and reasonable attorneys' fees. If the Purchaser complaining of the violation of Section 5311.25 or 5311.26 of the Revised Code has brought or maintained an action he knew to be groundless or in bad faith and the developer or agent prevails, the court shall award reasonable attorneys' fees to the developer or agent.

(C) If he has reason to believe substantial numbers of persons are affected and substantial harm is occurring or is about to occur to such persons, or that the case is otherwise of substantial public interest, the Attorney General may:

(1) Bring an action to obtain a declaratory judgment that an act or practice of a developer violates Section 5311.25 or 5311.26 of the Revised Code or condominium instruments, or to enjoin a developer who is violating or threatening to violate such sections or instruments;

(2) Bring a class action for damages on behalf of persons injured by a developer's violation of Section 5311.25 or 5311.26 of the Revised Code or of condominium instruments

On motion of the Attorney General and without bond, in an Attorney General's action under this Section, the court may make appropriate orders, including appointment of a master or a receiver, for sequestration of assets, to reimburse persons found to have been damaged, or to grant other appropriate relief. The court may assess the expenses of a master or receiver against the developer.

Any moneys or property recovered by the Attorney General in an action under this Section that cannot with due diligence within five years be restored to persons entitled to them shall be unclaimed funds reportable under Chapter 169 of the Revised Code.

No action may be brought by the Attorney General under this Section to recover for a transaction more than two years after the occurrence of a violation.

If a court determines that provision has been made for reimbursement or other appropriate corrective action, insofar as practicable, with respect to all persons damaged by a violation, or in any other appropriate case, the Attorney General, with court approval, may terminate enforcement proceedings brought by him upon acceptance of an assurance from the developer of voluntary compliance with Sections 5311.25 and 5311.26 of the Revised Code or with condominium instruments, with respect to the alleged violation. The assurance shall be filed with the court and entered as a consent judgment. A consent judgment is not evidence of prior violation of such Sections. Disregard of the terms of a consent judgment entered upon an assurance shall be treated as a violation of an injunction issued under this Section.

**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

This will certify that copies of this Amendment, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor of Mahoning County, Ohio on _____ 2008.

By: _____
Deputy Auditor

This instrument prepared by:
Atty. Carl D. Rafoth
Friedman & Rummell Co., L.P.A.
100 E. Federal Street, Suite 300
Youngstown, Ohio 44503-1810
Phone: 330-744-4137
Facsimile: 330-744-9962

**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in OR 3695, Page 226 and in Plat Volume 95, Pages 125-128, of the Condominium Map Records in the Recorder's Office of Mahoning County, Ohio; and

WHEREAS, said Declaration and Drawings were filed on June 5, 1998, by APCO Construction, Inc., an Ohio Corporation; and

WHEREAS, Six previous Amendments to the Condominium Documents were filed in OR Volume 3902, Page 53 et seq., OR Volume 4174, Page 75 et seq., in OR Volume 4383 Page 210 et seq., in OR Volume 5120 Page 213 et seq., OR Volume 5168 Page 315 et seq., and OR Volume 5266 Page 1414 et seq. respectively in the Office of the Mahoning County, Ohio Recorder;

WHEREAS, Article 17 of the Declaration permits Amendments to this document with approval of a requisite percentage of the Condominium Unit Owners which approval has been obtained, the Declaration is hereby amended in the following respects:

Article 19-H. is hereby amended and restated as follows:

ARTICLE 19

H. AMENDMENTS TO DECLARATION

The provisions of Article 5, Article 6, (except as provided in Article 16), Paragraph A of Article 7, Article 16, Article 17, Article 18, and Paragraph G and H of this Article 19 of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association, and all of the Owners. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association from the Owners having at least seventy-five (75%) percent of

the total vote. The change, modification or rescission shall be effective upon the filing of such instrument in the office of the County Recorder, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of Ohio Revised Code Chapter 5311.

Article 12 of the Declaration is hereby amended and restated as follows:

ARTICLE 12

SALES OR RENTAL OF UNITS

The Association shall have no right of first refusal with respect to the sale of a Unit. Any Unit owner may sell his or her unit to any person he or she desires to sell to. No unit shall be used for any purpose other than a dwelling place for a single family and for the purposes necessarily incidental thereto. Notwithstanding any other provision of this Declaration, Exhibits or By-Laws, each unit shall be occupied by the owner of that unit, and no leasehold interest of general tenancy in others shall be created by the owner of any unit. The above requirement of owner-occupancy and prohibition against leasehold interests or general tenancies shall become effective within 30 days of the recording of an amendment creating such requirement and prohibition with the office of the Mahoning County Recorder, providing that such amendment shall not affect the existing term of **any** lease in effect at the time of such recording.

WALNUT GROVE CONDOMINIUM UNIT
OWNERS ASSOCIATION, INC.

BY: _____

NANCY SUTTON

ITS: CHIEF EXECUTIVE OFFICER

State of Ohio)
County of Mahoning) ss:

Before me, a notary public, in and for said county personally appeared the above named WALNUT GROVE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. by NANCY SUTTON, its CHIEF EXECUTIVE OFFICER, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation and the free act and deed of herself as its duly authorized officer.

In testimony whereof, I have hereunto set my hand and official seal at Boardman, Ohio this _____ day of _____ 2008.

Notary Public

This Conveyance has Complied with Section 315.202

Fee \$ _____ Receipt # _____

Permissive Tax _____

Exempt _____ Date 08-09-12

By [Signature] Deputy

MICHAEL V. SCIORTINO
MAHONING COUNTY AUDITOR

201200021838
08-06-2012 At 02:37 pm.
AM CONDO 48.00
OR Book 5978 Page 334 - 337
NORALYNN PALERMO
RECORDER

**EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

This will certify that copies of this Amendment,
together with any Drawings, attached as Exhibits
thereto, were filed in the Office of the County
Auditor of Mahoning County, Ohio on
August 9, 2012.

By: [Signature]
Deputy Auditor

This instrument prepared by:
Atty. Carl D. Rafoth
Friedman & Rummell Co., L.P.A.
100 E. Federal Street, Suite 300
Youngstown, Ohio 44503-1810
Phone: 330-744-4137
Facsimile: 330-744-9962

**EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WALNUT GROVE CONDOMINIUM**

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WHEREAS, Article 17 of the Declaration permits Amendments to this document with approval of a requisite percentage of the Condominium Unit Owners which approval has been obtained, the Declaration is hereby amended in the following respects:

Article 12 of the Declaration is hereby further amended and restated as follows:

WALNUT GROVE CONDOMINIUM ASSOCIATION

ARTICLE 12

SALE OR RENTAL OF UNITS

The Association shall have no right of first refusal with respect to the sale of a Unit. Any Unit Owner may sell his or her Unit to any person he or she desires to sell to. No Unit shall be used for any purpose other than a dwelling place for a single family and the purposes necessarily incident thereto. Notwithstanding any other provisions of this Declaration, Exhibits or By-Laws, each Unit shall be occupied by the owner of that Unit, and no leasehold interest of general tenancy in others shall be created by the owner of any Unit. For purposes of estate planning, the following shall apply:

The Owner or Owners of a Unit may, for estate planning purposes, deed legal title to the Unit to a non-residential heir provided that :

- A. The current Unit Owner/Owners continue to reside in the Unit, and
- B. Said heir moves into the Unit once the current Unit Owner/Owners vacate the Unit or
- C. The heir sells the Unit once the current Unit Owner/Owners vacate the Unit.

This provision shall be deemed to be retroactive to November 19, 2008.

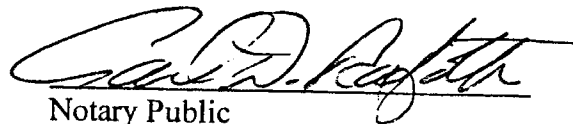
WALNUT GROVE CONDOMINIUM UNIT
OWNERS ASSOCIATION, INC.

BY: Nancy Sutton
NANCY SUTTON
ITS: CHIEF EXECUTIVE OFFICER

State of Ohio)
County of Mahoning) ss:

Before me, a notary public, in and for said county personally appeared the above named WALNUT GROVE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. by NANCY SUTTON, its CHIEF EXECUTIVE OFFICER, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such corporation and the free act and deed of herself as its duly authorized officer.

In testimony whereof, I have hereunto set my hand and official seal at Boardman, Ohio this 26th day of July 2012.



Notary Public
Carl D. Rafoth, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.