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Declaration of Condominium Ownership of  
University Commons Condominium  
Under Chapter 5311 of the Ohio Revised Code

This is to certify that copies of the Declaration, Bylaws and Drawings for University Commons Condominium have been filed this date with the Auditor of Stark County, Ohio.

JAMES WEIR CREIGHTON  
Auditor of Stark County, Ohio  
by Douglas P. Tho, Deputy

INDEX	3
DESCRIPTION	5
CROSS REF	

This document prepared by:

Larry A. Zink  
Zink, Zink & Zink Co., L.P.A.  
3711 Whipple Ave., NW  
Canton, Ohio 44718-2933  
Phone: (330) 492-2225

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## Table of Contents

### Index to Exhibits

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
1)	Submission of Property	1
2)	Name of Condominium	1
3)	Description of Land	1
4)	Description of Buildings	2
5)	Units	2
6)	General Common Elements	3
7)	Limited Common Elements	3
8)	Ownership of Common Elements	3
9)	Ownership of Restricted Common Elements	4
10)	Proportionate Ownership	4
11)	Intended Use of Building	5
12)	Covenants and Agreements	5
13)	Assessment Liens	7
14)	Acquisition of Unit at Foreclosure	8
15)	Destruction of or Damage to Property	8
16)	Rehabilitation of Property	8
17)	Eminent Domain	9
18)	Conveyance of Units - Unpaid Assessments	10
19)	Agreements and Determinations of Association	10
20)	Insurance	10
21)	Duties and Liabilities of Developer	11

22)	Unit Owners' Association	11
23)	Unit Owner's Membership and Voting Rights	12
24)	Amendment of Declaration	12
25)	Restriction on Use of Condominium	12
26)	Unit Owners' Liability for Negligence	19
27)	Vehicle Prohibited on Condominium Property	20
28)	Expansion	20
29)	Receipt of Service of Process	22
30)	Delegation of Managerial Duties	25
31)	Invalidity	25
32)	Waiver	25
33)	Captions	26
34)	Amendments	26
35)	Acceptance of Documents	26

**DECLARATION FOR  
UNIVERSITY COMMONS CONDOMINIUMS**

**Declaration.**

Declaration made on September 4 2001, 2001, pursuant to Chapter 5311 of the Ohio Revised Code, by Tobin Enterprises, Inc., a corporation organized and existing under the laws of Ohio, having its principal offices at 7694 Strausser St., NW, North Canton, County of Stark, State of Ohio 44720, and referred to as "Developer" and the Declarant of the Declaration of University Commons Condominiums.

**Section 1**

**Submission of Property**

Developer, who is owner in fee simple of the lands, the building, and all other improvements constructed or to be constructed on it, together with all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it, as described below and collectively referred to as the "property," declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending to submit the property to the provisions of Chapter 5311 of the Ohio Revised Code, referred to as the Condominium Act, and further intending to create covenants running with the land and binding developer and its successors and assigns forever.

**Section 2**

**Name of Condominium**

The name by which the property shall be known is University Commons Condominiums.



### Section 3

#### Description of Land

The land on which the building and improvements constituting the property are to be located, as depicted on the survey attached as Exhibit 1 and incorporated by reference, consists of 3.271 acres in the City of Massillon, Ohio and as set forth in the Plat in Exhibit 2.

### Section 4

#### Description of Buildings

Four buildings will be constructed on the land, designated 2043, 2047, 2053, 2057, 2073, 2077, 2083, 2087, 2133, 2137, 2143, 2147, 2163, 2167, 2183 & 2187 University Commons Dr. S.E. on the survey attached as Exhibit 3-A and incorporated by reference, which buildings will be constructed principally of block, stone, concrete and vinyl, and consist of a ground floor, each unit including porch, comprising a total building area of 2,279 square feet, of which 34,456 square feet constitute sixteen (16) family units, exclusive of entry and exit ramps, and constitute parking facilities outside for vehicles.

### Section 5

#### Units

As depicted in plat of the buildings, attached as Exhibit "3A" and incorporated by reference, there will be sixteen (16) units, which are identified by the addresses set forth in Section 4 on University Commons Dr. S.E., Massillon, Ohio 44646.

Each unit will be equipped with one (1) stainless steel kitchen sink, wall cabinets, range, dishwasher, microwave, and bathtub, toilets, and wash basins.

As shown on the floor plans of the buildings referred to previously in this section, each unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, and the exterior surfaces of its balconies and terraces, including the

portions of the building so described and the airspace so enclosed, but not including any common elements located in it. When interpreting deeds, mortgages, deeds of trust, and other instruments of any representation of any unit contained in the plats referred to above, the existing physical boundaries of such unit or any unit reconstructed in substantial accordance with the original plans of such unit shall be conclusively presumed to be the boundaries regardless of any settling, rising, or lateral shifting of the building.

(a) *Unit Type Number: "A"* As shown on the floor plan attached as Exhibit 3B, total area 2,279 square feet including garage and porches.

(b) *Units Type Number: "B"* As shown on the floor plan Exhibit 3B, total area 2,278 square feet including garage and porches.

## Section 6

### General Common Elements

The general common elements shall consist of the following:

- a. The parcel of land described above.
- b. The following facilities located throughout the project:
  - (1) The foundations, columns, girders, beams, supports, exterior walls (not including portions on unit sides of such walls), walls and partitions separating units from mechanical equipment spaces and other common areas (not including portions on unit sides of such walls), all walls separating unit, (not including the surfaces of such walls), and all roofs.
- c. All other elements of the property desirable or rationally of common use, necessary to the existence, upkeep and safety of the condominium regime, or designated common elements by the Ohio Condominium Act as that Act may be from time to time amended.

## Section 7

### Limited Common Elements

The following facilities are limited common elements restricted to the units of each. The driveway and sidewalk serving each unit.

## Section 8

### Ownership of Common Elements

Each owner of a unit will own in fee simple absolute a proportionate, undivided interest in the common elements listed in Section 6 equal to the proportion that the value of such unit bears to the total value of all units, as follows. All units on University Commons Dr. S.E., Massillon, Ohio 44646:

	Square Footage	Percentage of Total
2043	2278	6.25
2047	2279	6.25
2053	2279	6.25
2057	2278	6.25
2073	2278	6.25
2077	2279	6.25
2083	2279	6.25
2087	2278	6.25
2133	2278	6.25
2137	2279	6.25
2143	2279	6.25
2147	2278	6.25
2163	2278	6.25
2167	2279	6.25
2183	2279	6.25
2187	<u>2278</u>	<u>6.25</u>
Total:	36,456	100.0%

## **Section 9**

### **Ownership of Restricted Common Elements**

Each owner of a unit located will own in fee simple absolute a proportionate undivided interest in the limited common elements listed in Section 7 equal to the proportion which the unit bears to the total of all units as set forth in Section 8 above.

## **Section 10**

### **Proportionate Representation; Participation in Common Profits and Expenses;**

#### **Definitions**

Each unit owner will share in the common profits and expenses, as defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above.

a. For purposes of this declaration, "common profits" means the excess of all receipts over all disbursements of the association.

b. For purposes of this declaration, "common expenses" means expenses for the administration, maintenance, and repair of the property, and all sums that may be designated common expenses by this declaration or the bylaws of the association.

## **Section 11**

### **Intended Uses of Building**

The uses for which the building and each of the units are intended are as follows:  
Solely for residential purposes.

## **Section 12**

### **Covenants and Agreements**

Grantor, its successors and assigns, by this declaration, and all future owners of units, by acceptance of their respective deeds, covenant and agree as follows:

a. The common elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the condominium and its removal from the provisions of Chapter 5311 of the Ohio Revised Code is authorized by affirmative vote of all unit owners. In that event the board of managers shall cause to be paid, released, or discharged all liens and encumbrances, except taxes and assessments not then due and payable, on all or any part of the condominium property, and shall cause to be filed in the offices of the auditor and recorder of the county of Stark, Ohio pursuant to Section 5311.17 of the Revised Code, a certificate, signed by the president of the unit owners association, stating that all owners of the condominium have elected to remove the property from the Condominium Act, and further stating that all the aforementioned liens and encumbrances have been paid, released, or discharged. On the filing of such instrument of revocation, the property will be deemed removed from the provisions of the Condominium Act, and will be held in common by all unit owners in proportion to their respective interests in the common elements of the condominium as established in this document.

b. If any portion of the common elements encroaches on any unit, or if any unit encroaches on any other unit, or any portion of the common elements, as a result of the construction of the building; or if any such encroachment shall occur as a result of settling or shifting of the building, a valid easement for such encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the building, or any common element or any unit therein, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the common elements on any unit, or of any unit on any other unit or on any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments

and the maintenance thereof for so long as the building stands, shall exist.

c. Each unit owner will have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his or her unit, and each unit will be subject to such easement in favor of owners of all other units. Subject to reasonable regulation as may be provided in the bylaws, the board of managers will have a right to access to each unit to inspect it, and to maintain, repair, or replace all common elements located within it.

d. Units will be occupied and used by the respective owners only as private dwellings for the owner, the owner's family, tenants, and social guests, and for no other purpose.

e. Each owner of a unit or units will, automatically on becoming owner of the unit or units, become a member of University Commons Condominium Association, referred to as the association, and will remain a member until his or her ownership ceases, at which time membership in the association will also cease.

f. Each unit owner will, immediately on becoming an owner, grant to the board of managers on behalf of all unit owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell, or lease it, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, deed in trust, or otherwise deal with any unit so acquired.

g. Any unit leased or acquired by the board of managers in any manner will be held by the board on behalf of all unit owners, in proportion to the respective common interests of the owners as set forth above.

h. Administration of the condominium will be in accordance with the provisions of this declaration and the bylaws of the association, attached as Exhibit 3, as

those documents may be amended from time to time.

i. Each unit owner, and all tenants who are occupants of units will comply with the provisions of this declaration, and the bylaws, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover sum due for damages or injunctive relief, or both, maintainable by the association or by any unit owner or by any person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

j. No unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his or her unit.

### **Section 13**

#### **Assessment Liens**

All sums assessed by the association for common charges applicable to any unit remaining unpaid will constitute a lien on the unit prior to all other liens except: (1) assessments, liens, and charges in favor of the state or any of its political subdivision for taxes past due and unpaid on the unit, and (2) amounts unpaid under mortgage and trust deed instruments duly recorded. This lien may be foreclosed by suit of the board of managers, acting on behalf of all unit owners, in like manner as a mortgage of real property. In any such foreclosure, the defaulting unit owner will be required to pay a reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale of the unit, and the board of managers will be entitled to a receiver to collect the same. The board of managers, acting on behalf of all unit owners, will have the power to bid on units at foreclosure, and to acquire, hold, lease, mortgage, deed in trust, and convey the units. Suit to recover a money judgment for



unpaid common charges may also be maintained by the board without foreclosing or waiving the lien securing the payment of such expenses.

#### **Section 14**

##### **Acquisition of Unit at Foreclosure or Other Sale; Effect**

When the mortgagee or trust deed beneficiary under a duly recorded instrument, or any other purchaser, obtains title of a unit as a result of foreclosure or exercise of a power of sale, such purchaser, his or her heirs, successors, and assigns, will not be liable for the share of common expenses or assessments by the association chargeable to the unit for any period prior to the acquisition of title to the unit by the purchaser. Any such unpaid share of common expenses or assessments will be deemed common expenses collectible from all units including the unit acquired by the purchaser, his or her heirs, successors and assigns.

#### **Section 15**

##### **Destruction of or Damage of Property; Effect**

In the event the property is damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in RC § 5311.14.

#### **Section 16**

##### **Rehabilitation of Property**

In the event the unit owners shall determine that the condominium property is obsolete, in whole or in part, they may elect, by affirmative vote of those unit owners entitled to exercise 75% of the voting power of the unit owners association, at a meeting duly called and held for the purpose of considering such action, to renew and rehabilitate the property or any part of it. In the event of such election, the cost of renewal and rehabilitation shall be treated as a common expense. Any unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the president of the unit owners association within five (5) days after receiving notice of such vote, to

receive the fair market value of his or her unit, less the amount of any liens and encumbrances, as of the date such vote is taken, in return for a conveyance of his or her unit, subject to such liens and encumbrances, to the president as trustee for all other unit owners. In the event of such election, the payment of such consideration shall be treated as a common expense, and shall be made within 10 days after the date of election. In the event the owner and a majority of the board of managers cannot agree on the fair market value of the unit, the determination shall be made by the majority vote of three appraisers, one of whom shall be appointed by the board of managers, and the other of whom shall be appointed by the first two.

#### **Section 17**

##### **Eminent Domain**

If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

#### **Section 18**

##### **Conveyance of Units; Unpaid Assessments**

On the voluntary sale or conveyance of an unit, all unpaid assessments against the unit will first be paid by the unit owner from the proceeds of sale or by the purchaser in

preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state for taxes past due and unpaid on the unit, and (2) amounts due under a duly recorded mortgage. The purchaser shall be jointly and severally liable with the seller for all unpaid assessments by the association against the seller for his or her share of common expenses up to the time of conveyance. Any payment by purchaser will be without prejudice to the right of the purchaser to recover from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Any purchaser, mortgagee, or trust deed beneficiary will be entitled to a statement from the board of managers setting forth the amount of unpaid common charges due the association from any seller. If such statement is requested, the purchaser shall not be liable, nor shall the unit conveyed to such purchaser be subject to a lien, for any unpaid assessments due the association from the seller in excess of the amount set forth.

#### **Section 19**

##### **Agreements and Determinations of Association**

All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the bylaws attached as Exhibit 5 shall be binding on all unit owners, their heirs, successors, and assigns.

#### **Section 20**

##### **Insurance**

The board of managers of the association, or the managing agent, will obtain and continue in effect insurance against loss by fire or other casualties in form and amounts satisfactory to mortgagees holding first mortgages covering up to seven (7) units, but without prejudice to the right of each unit owner to obtain individual unit insurance as he or she may see fit. The board of managers, or the managing agent, shall also obtain and continue in effect insurance against liability for personal injury and death and for damage

to property arising from accidents occurring within the common elements and limited common elements in such form and amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the board of managers. Insurance premiums for such insurance coverage will be a common expense to be paid by monthly assessments levied by the association. These payments will be held in a separate escrow account of the association, and will be used solely for the payment of the insurance premiums as those premiums become due.

#### **Section 21**

##### **Duties and Liabilities of Developer**

So long as developer, its successors and assigns, owns one or more of the units established and described in this document, developer, its successors and assigns, will be subject to the provisions of this declaration and of all attached exhibits. Developer further covenants to take no action that would adversely affect the right of the association with respect to assurances against latent defects in the property, or other rights assigned to the association by reason of the establishment of the condominium.

#### **Section 22**

##### **Unit Owners' Association**

The administration and management of the condominium shall be vested in an association, to be known as University Commons Condominium Association. The association shall be organized as an Ohio Non-Profit Corporation and shall be governed by the bylaws. The articles of incorporation creating the unit owners' association is annexed as Exhibit 4.

**Section 23**

**Unit Owner's Membership and Voting Rights in the Association**

The unit owners' membership and voting rights in the association shall be as provided in the bylaws annexed as Exhibit 5. All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the bylaws shall be binding on all unit owners, their heirs, successors, and assigns.

**Section 24**

**Amendment of Declaration**

This declaration may only be amended by the affirmative vote of those unit owners entitled to exercise not less than 75% of the total voting power of the unit owners association, cast in person or by proxy at a meeting duly called and held in accordance with the bylaws attached as Exhibit 5, provided, however, that any such amendment shall first have been approved in writing by first mortgagees holding mortgages on up to twelve (12) units. No such amendment shall be effective until recorded in the office of the recorder of the County of Stark, Ohio.

**Section 25**

**Provision-Restriction on use of Condominium**

In addition to all of the covenants and conditions contained in this declaration of condominium, the use of the property and each condominium is subject to the following:

**Section 25-1**

**Condominium Use**

No Condominium shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted in it, except a residential unit may be used as a combined residence and executive or

professional office by the owner, so long as such use does not interfere with the quiet enjoyment by other residential unit owners of their units and shall involve no more than two (2) vehicles at any one time at the Condominiums. No tent, shack, trailer, basement, garage, out-building or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

#### **Section 25-2**

##### **Nuisances**

No noxious, illegal, or seriously offensive activities shall be carried on upon any condominium, or in any part of the property, nor shall anything be done that may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his or her respective unit, or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be canceled or cause a refusal to renew the same or which will impair the structural integrity of any building.

#### **Section 25-3**

##### **Vehicle Restrictions**

No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pick-up truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, other than temporarily, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans or standard size vans and pick up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board of managers of the association. No noisy or smoky vehicles shall be operated on the property. No unlicensed motor vehicles shall be operated upon the property.

Garages shall be used to park permitted vehicles, and not for storage. Twenty-four (24) hours after notice has been personally delivered to the owner by an agent of the association or placed on the windshield of the vehicle or twenty-four (24) hours after notice has been mailed to the address of the registered owner of the vehicle parked, stored, or maintained on the premises, in violation of the provisions of this condominium declaration, the owner shall be deemed to have consented to removal of such vehicle from the project. The association or its agents or employees shall then have authority to tow away and store any such vehicle, whether such vehicle shall belong to a unit owner, or his or her tenant, a member of the owner's family, or the owner's guest or invitee. Charges for such towing and storage shall be paid by the unit owner responsible for the presence of such vehicle.

#### **Section 25-4**

##### **Signs**

No signs shall be displayed to the public view in any units or on any portion of the property except such signs as are approved by the board or committee appointed by the board. One only "for sale" or "for rent" sign per unit shall be allowed, provided it does not exceed four (4) square feet in size.

#### **Section 25-5**

##### **Animals**

No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property except pets kept in cages or aquariums or that no more than a total of two (2) usual and ordinary household pets, such as a dog, cat, bird, etc. may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

Notwithstanding the foregoing, no pets may be kept on the property which are

obnoxious or annoying to other unit owners. No pigs may be kept. No pets shall be allowed in the common area except as may be permitted by the rules of the board of managers. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it.

After making a reasonable attempt to notify the owner, the association or any owner may cause any unleashed dog found within the common area to be removed by the association to a pound or animal shelter under the jurisdiction of the County of Stark, State of Ohio by calling upon the appropriate authorities, whereupon the owner may, upon payment of all expenses connected therewith, repossess the dog. Owners shall prevent their pets from soiling any portion of the common area and shall promptly clean up any mess left by their pets. Owner shall be fully responsible for any damage caused by their pets. A portion of the common area adjacent to the parking pads shall be designated for dogs.

#### **Section 25-6**

##### **Garbage and Refuse Disposal**

All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans shall be kept screened and concealed from view of other units, streets, and common areas.

#### **Section 25-7**

##### **Radio and Television Antennas**

No alteration to or modification of a central radio and/or television antenna or cable television system, whichever is applicable, if developed by condominium Declarant or a cable television franchisee and as maintained by the association or such franchisee,



shall be permitted, and no owner may be permitted to construct and/or use and operate an external radio and/or television antenna without the consent of the board. All fees for the use of any cable television system shall be borne by the respective unit owners, and not by the association. Satellite dishes eighteen (18) inches or less are permitted provided they are not attached to the building and are not visible from the front of the building

#### **Section 25-8**

##### **Right to Lease**

No owner shall be permitted to lease his or her unit for any period less than 365 days. Any lease agreement shall be required to provide that the term of the lease shall be subject in all respects to the provisions of the condominium declaration and the bylaws and to all house rules and regulations adopted by the board and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All owners leasing or renting their units shall promptly notify the secretary of the association in writing of the names of all tenants and members of tenant's family occupying such unit and of the address and telephone number where such owner can be reached. All such leases shall be in writing.

#### **Section 25-9**

##### **Architectural Control**

No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the property, nor shall any alteration or improvement of any kind be made until the same has been approved in writing by the board, or by an architectural control committee appointed by the board.

Plans and specifications showing the nature, kind, shape, color, size, materials, and

location of such improvements alterations, etc., shall be submitted to the board or to the architectural control committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location with respect to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with condominium Declarant's original color scheme, or to rebuild in accordance with Declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the board or an architectural control committee, or to rebuild in accordance with plans and specifications previously approved by the board or by the architectural control committee appointed by the board. Nothing contained in this document shall be construed to limit the right of an owner to paint the interior of his or her unit with any color desired.

No landscaping of patios or yards visible from the street or from the common areas not involving the use of natural plants, grass, trees, or shrubs, and which involves the use of synthetic materials, or concrete, rock or similar materials shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the board or by an architectural control committee appointed by the board.

The architectural control committee shall consist of three (3) members. When the Association is turned over to the Owners, Condominium Declarant may appoint all the original members of the committee and all replacements until the first anniversary of the issuance of the original final public report for the project. Condominium Declarant reserves to itself the power to appoint a majority of the members of the committee until 100 percent of all the units in the project have been sold. Thereafter, the board shall have the power to appoint all of the members of the architectural control committee. Members

appointed to the architectural control committee by the condominium Declarant need not be members of the association. A majority of the architectural control committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the successor shall be appointed by the person, entity, or group that appointed such member until Declarant no longer has the right to appoint any members to the committee, and thereafter the board shall appoint such a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this declaration. In the event the committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### **Section 25-10**

##### **Drapes**

All drapes, curtains, window coverings, shutters, or blinds visible from the street or common area shall be lined in white or off white or of colors, materials, and patterns that are approved by the board or its authorized committee.

#### **Section 25-11**

##### **Clotheslines**

There shall be no outside laundering or drying of clothes, except inside fenced patios with clothes to be hung below fence level so as not to be visible from streets or common areas or other units. No draping of towels, carpets or laundry over railings shall be permitted.

**Section 25-12**

**Power Equipment and Car Maintenance**

No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval from the board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

**Section 25-13**

**Liability of Owners for Damage to Common Area**

The owner of each unit shall be liable to the association for all damages to the common area or improvements caused by such owner or any occupant of his or her unit or guest or by such owner's pets, except for the portion of such damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the board. In the event an owner disagrees with the decision of the board on the question of liability, the owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.

**Section 25-14**

**Basketball Standards**

No basketball apparatus or fixed sport apparatus attached to the exterior surface of any portion of the common area, (including the building or grounds) shall be permitted on the property.

**Section 25-15**

**Parking Spaces; Storage**

The project includes two (2) outside parking spaces immediately in front of each unit. There are twenty-eight (28) spaces designated as "restricted common area" on the condominium plan, and are reserved for the exclusive use of the owners of the units their guests or invitees. On street parking is permitted for special occasions so long as it does not interfere with other unit owners ingress and egress but no overnight parking on the street shall be permitted.

**Section 25-16**

**Street Lights**

Two street lights shall be installed on separate meters. The costs for said street lights shall be paid by the Association.

**Section 26**

**Units Owners' Liability for Negligence**

Each unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the owner's negligence.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of this Declaration of Condominium, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

**Section 27**

**Vehicles Prohibited on Condominium Property**

No trailer, boat, camper, truck, motorcycle, moped, or any commercial vehicle shall be permitted on any portion of the condominium property except for trucks in the process of delivering goods or furnishing services.

## **Section 28**

### **Expansion**

#### **Reservation of Expansion Option**

28.01 The Developer has expressly reserved the option to expand the Condominium Property as provided in this article. The Developer reserves the right to add up to an additional ten (10) buildings consisting of up to forty (40) more units.

#### **Limitations on Option**

28.02 The Developer has no limitations on its option to expand the Condominium Property, except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit Owner's consent is required to enable the Developer to expand the Condominium Property.

#### **Maximum Expansion Time**

28.03 The Developer's option to expand the Condominium Property shall expire and terminate at the end of five (5) years from the date the original Declaration was filed for record, unless the Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of the five (5) year period. There are no other circumstances that will terminate that option prior to the expiration of that five (5) year period.

#### **Legal Description**

28.04 A legal description, by metes and bounds, of the expansion is attached hereto and marked "Exhibit 6," and referred to herein as "the Consolidated Parcel."

#### **Composition of Portions Added**

28.05 Neither all nor any portion of the additional property must be added to the Condominium Property, nor, if any of the additional property is added, shall it be required

that a particular portion of the additional property must be added, provided that portions added meet all other requirements set forth in this article. Except as expressly provided in this article, there are no limitations on the portions of the additional property that may be added to the Condominium Property.

#### **Time for Adding Portions**

28.06 Portions of the additional property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

#### **Improvement Location Limitations**

28.07 There are no established or defined limitations as to the location of any improvements that may be made on any portion of the additional property added to the Condominium Property, except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

#### **Maximum Number of Units**

28.08 The maximum total number of Units that may be created on the additional property and to be added to the Condominium Property is forty (40), provided that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the

additional property added to the Condominium Property other than as may, from time to time, be imposed by law.

#### **Nonresident Uses**

28.09 The maximum percentage of the aggregate land and floor area of all Units that may be created on the additional property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

#### **Compatibility of Structure**

28.10 All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances in setbacks or locations of structures in relation to other improvements.

#### **Improvements Other Than Structures**

28.11 If all or a portion of the additional property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that additional property, and no other nonstructural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.



### **Types of Units**

28.12 All Units that are created on all or any portion of the additional property and added to the Condominium Property shall be substantially identical to and of the types of Units than on the Condominium property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units.

### **Limited Common Areas**

28.13 The Developer reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

### **Supplementary Drawings**

28.14 Attached hereto and marked "Exhibit 2" is a plot plan showing the location and dimensions of the Condominium Property. The Developer does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this Article. Attached hereto as Exhibit 3-3 are the drawings of the dwellings to be constructed on the expansion area.

### **Procedures for Expansion**

28.15 All or any portion of the additional property shall be added to the Condominium Property by the execution and filing for record by the Developer and all owners and lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings, and plans with respect to the additional property and improvements thereon added required by the

Condominium Act.

### Effects of Expansion

28.16 Upon the filing of record of an amendment to the Declaration adding all or any portion of the additional property to the Condominium Property:

(1) The added portion shall thereafter be subject to all of the terms and provisions thereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(2) The Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members:

(3) The undivided interest of Units in the Common Areas, as so expanded, shall be reallocated as herein before provided; and

(4) In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

### Section 29

#### Receipt of Service of Process

Tobin Enterprises, Inc., an Ohio corporation, having a place of business at 7694 Strausser Road St., NW, North Canton, Ohio 44720, is designated to receive service of process on behalf of the unit owners association in any action that may be brought or proceedings that may be instituted by or against the board of managers or unit owners association.

**Section 30**

**Delegation of Managerial Duties**

Any right, privilege, or duty granted to or imposed on the board of managers of the unit owners association other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same may be delegated to a professional corporation managing agent by mutually binding contract entered into between the president or authorized agent of the unit owners association and such managing agent.

**Section 31**

**Invalidity**

If one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

**Section 32**

**Waiver**

No provision contained in this declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of the failure of enforcement.

**Section 33**

**Captions**

Captions are inserted in this declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this declaration or any of its provisions.

**Section 34**

**Amendments**

Until such time as 100% of the units are sold the Developer reserves the right to amend the Declaration By-Laws, Rules and Regulations and Exhibits hereto.

**Section 35**

**Acceptance of Documents**

The unit owners by accepting the deed to the unit acknowledge and agree that they have reviewed the Declaration and Exhibits attached thereto and that they consider the content of said documents to be fair and in the best interest of the Condominium owners and to be legally bound by said documents.

In witness whereof, Developer has executed this declaration on September 4, 2001 2001 at Canton, Ohio.

Witnesses:

**Developer/Declarant  
Tobin Enterprises, Inc.**

*[Signature]*  
Marcia A. Brown

by *[Signature]*  
Fred W. Tobin, President

September 4, 2001  
Date

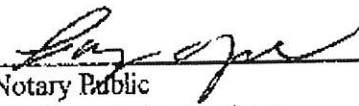
STATE OF OHIO

SS:

COUNTY OF STARK

Before me, a Notary Public in and for said county and state, personally appeared the above named Developer/Declarant for Tobin Enterprises, Inc. by its President, Fred W. Tobin, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 4<sup>th</sup> day of September, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Larry A. Zink  
Zink, Zink & Zink Co., L.P.A.  
3711 Whipple Ave., NW  
Canton, OH 44718-2933  
Phone: (330) 492-2225



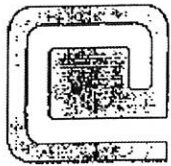
LARRY A. ZINK, ATTY. AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
UNDER SECTION 147.03 R.C.

### Exhibits to Declaration of Condominium

- 1) Legal Description of 3.271 Acres
- 2) Plat
- 3) Buildings to be Constructed
- 4) Articles of Incorporation of Association
- 5) Bylaws
- 6) Expansion Area 6.487 Acres
- 7) Rules and Regulations

SCANNED FROM ORIGINAL

SCANNED FROM ORIGINAL



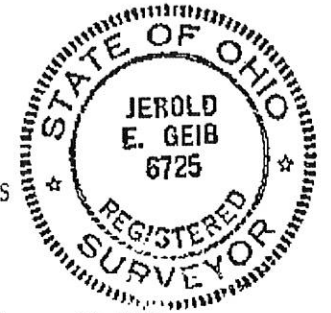
1359 MARKET  
AVENUE NORTH  
CANTON, OHIO  
44714

BRYAN J. ASHMAN  
JEROLD E. GEIB

**COOPER & ASSOCIATES, LLP / ENGINEERS & SURVEYORS**

PHONE: (330) 452-5731

FAX: (330) 452-9110



August 31, 2001

**DESCRIPTION OF 3.271 ACRES  
UNIVERSITY COMMONS CONDOMINIUMS - PHASE 1  
FOR: P.R.M.D.C., LTD.**

Known as and being part of Outlot 899 in the City of Massillon, Stark County, Ohio presently owned by P.R.M.D.C., Ltd. as recorded in Stark County Recorder's Image Number 97068027 of the Stark County Deed Records and being more particularly bounded and described as follows;

Beginning for the same at a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found, at the northwest corner of Outlot 899 in the City of Massillon as depicted on the Record Plat of University Village Phase 7 and recorded in Plat Book 69, Page 39 of the Stark County Plat Records;

Thence S02°38'19"W on a portion of the west line of said Outlot 899 a distance of 269.90 feet to a point, marked by a 1/2 inch iron bar set, and being the true place of beginning for the tract of land herein to be described;

Thence on a common line between the subject 3.271 acre tract of land and a 6.487 acre tract of land the following seven (7) courses:

1. S87°21'41"E perpendicular to the west line of Outlot 899 in the City of Massillon a distance of 211.39 feet to a point, marked by a 1/2 inch iron bar set;
2. Thence N02°38'19"E parallel with and 211.39 feet east of the west line of Outlot 899 a distance of 63.05 feet to a point, marked by a 1/2 inch iron bar set;
3. Thence S87°21'41"E a distance of 118.06 feet to a point, marked by a 1/2 inch iron bar set;
4. Thence S02°38'19"W a distance of 72.04 feet to a point, marked by a 1/2 inch iron bar set;
5. Thence S33°51'07"W a distance of 59.04 feet to a point, marked by a 1/2 inch iron bar set;
6. Thence S16°22'36"W on the centerline of an existing 20 foot storm sewer easement a distance of 261.85 feet to a point, marked by a 1/2 inch iron bar set;
7. Thence S04°39'19"W continuing on the centerline of said existing 20 foot storm sewer easement and its' southerly extension a distance of 218.46 feet to a point on a curve, marked by a 1/2 inch iron bar set, on the north right-of-way line of Ohio State Drive S.E.;

Thence on an arc of a curve to the left, on a portion of the north right-of-way line of said Ohio State Drive S.E., in a westerly direction, with said curve having a central angle of 12°00'22", a radius of

530.00 feet, a tangent distance of 55.73 feet and an arc length of 111.06 feet, a distance of 111.06 feet to the point of tangency of said curve, marked by a ½ inch iron bar with Cooper & Associates cap found, (last stated curved course has a chord bearing and distance of N80°36'02"W -- 110.86 feet);

Thence N86°36'13"W continuing on a portion of the north right-of-way line of Ohio State Drive S.E. a distance of 94.23 feet to a point of curvature, marked by a ½ inch iron bar with Cooper & Associates cap found;

Thence on an arc of a curve to the right, in a northwesterly direction, with said curve having a central angle of 89°14'32", a radius of 25.00 feet, a tangent distance of 24.67 feet and an arc length of 38.94 feet, a distance of 38.94 feet to the point of tangency of said curve, marked by a ½ inch iron bar with Cooper & Associates cap found, on the east right-of-way line of Bowling Green Drive S.E. (50 feet wide) (last stated curved course has a chord bearing and distance of N41°58'57"W - 35.12 feet);

Thence N02°38'19"E on a portion of the east right-of-way line of said Bowling Green Drive S.E. and its northerly extension a distance of 492.88 feet to a point, marked by a ½ inch iron bar set, on the west line of Outlot 899 in the City of Massillon, being the true place of beginning and containing 3.271 acres of land more or less.

Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

NOTE: Reference direction for bearing system used in the above description was established from the Record Plat of University Village Phase 2 as recorded in Plat Book 65, Pages 144 and 145 of the Stark County Plat Records, using N02°38'19"E for the centerline of Bowling Green Drive S.E.

As surveyed this 31<sup>ST</sup> day of August, 2001.

  
 Jerold E. Geib - Registered Surveyor No. 6725





**STATION PLAN**  
**UNIVERSITY VILLAGE PHASE 7**  
 PARTIAL SITE PLAN AND 100' STATION PLAN  
 SCALE: 1" = 100'

OWNER/DEVELOPER - FANAC, INC. A LIMITED PARTNERSHIP  
 1000 WEST 10TH AVENUE, SUITE 1000  
 DENVER, COLORADO 80202  
 PUBLIC UTILITIES DISTRICT NO. 1

DATE: AUGUST 2001

PREPARED BY: GEORGE & ASSOCIATES, P.L.L.C.  
 1000 WEST 10TH AVENUE, SUITE 1000  
 DENVER, COLORADO 80202  
 DATE: AUGUST 2001

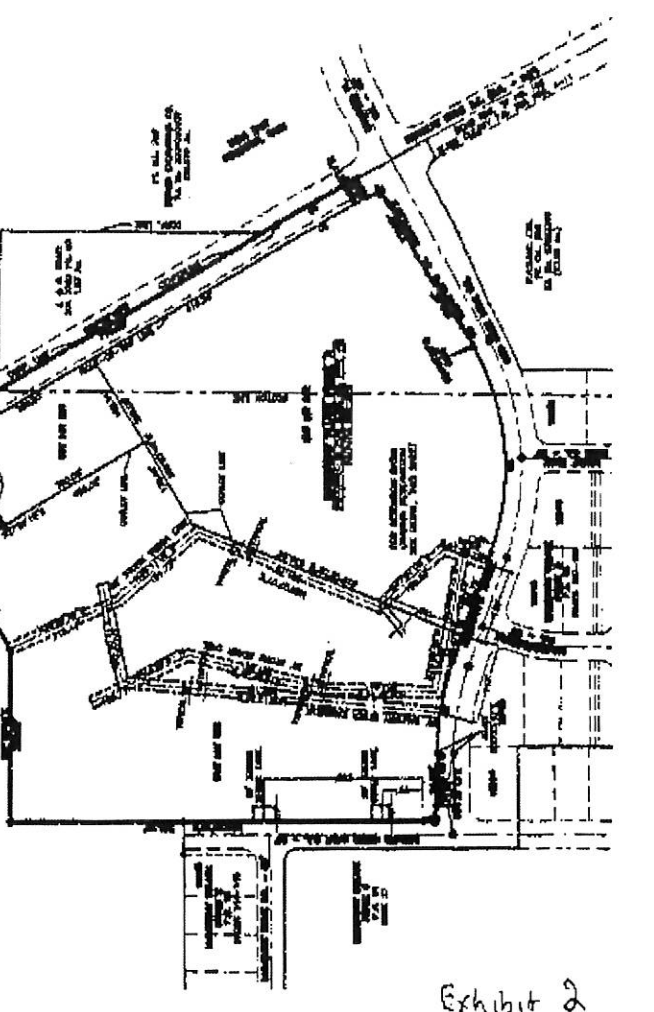
**REVISIONS AND NOTES:**  
 1. ALL UTILITIES SHOWN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE PUBLIC UTILITIES DISTRICT NO. 1.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
 5. THE CONTRACTOR SHALL MAINTAIN THE STREETS AND SIDEWALKS IN GOOD CONDITION AT ALL TIMES.  
 6. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE AND PLANTINGS.  
 7. THE CONTRACTOR SHALL MAINTAIN THE TRAFFIC SIGNALS AND LIGHTS.  
 8. THE CONTRACTOR SHALL MAINTAIN THE PUBLIC UTILITIES DISTRICT NO. 1 FACILITIES.  
 9. THE CONTRACTOR SHALL MAINTAIN THE CITY OF DENVER FACILITIES.  
 10. THE CONTRACTOR SHALL MAINTAIN THE UNIVERSITY VILLAGE PHASE 7 FACILITIES.

**EXISTING UTILITIES:**  
 1. WATER MAINS  
 2. SEWER MAINS  
 3. GAS MAINS  
 4. ELECTRIC MAINS  
 5. TELEPHONE MAINS  
 6. CABLE MAINS  
 7. FIBER OPTIC MAINS  
 8. RAILROAD TRACKS  
 9. HIGHWAY RIGHT-OF-WAY  
 10. AIR RIGHTS

**PROPOSED UTILITIES:**  
 1. WATER MAINS  
 2. SEWER MAINS  
 3. GAS MAINS  
 4. ELECTRIC MAINS  
 5. TELEPHONE MAINS  
 6. CABLE MAINS  
 7. FIBER OPTIC MAINS  
 8. RAILROAD TRACKS  
 9. HIGHWAY RIGHT-OF-WAY  
 10. AIR RIGHTS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	8/1/01
2	ISSUED FOR CONSTRUCTION	8/1/01
3	ISSUED FOR AS-BUILT	8/1/01

NO.	DESCRIPTION	DATE
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2	ISSUED FOR CONSTRUCTION	8/1/01
3	ISSUED FOR AS-BUILT	8/1/01



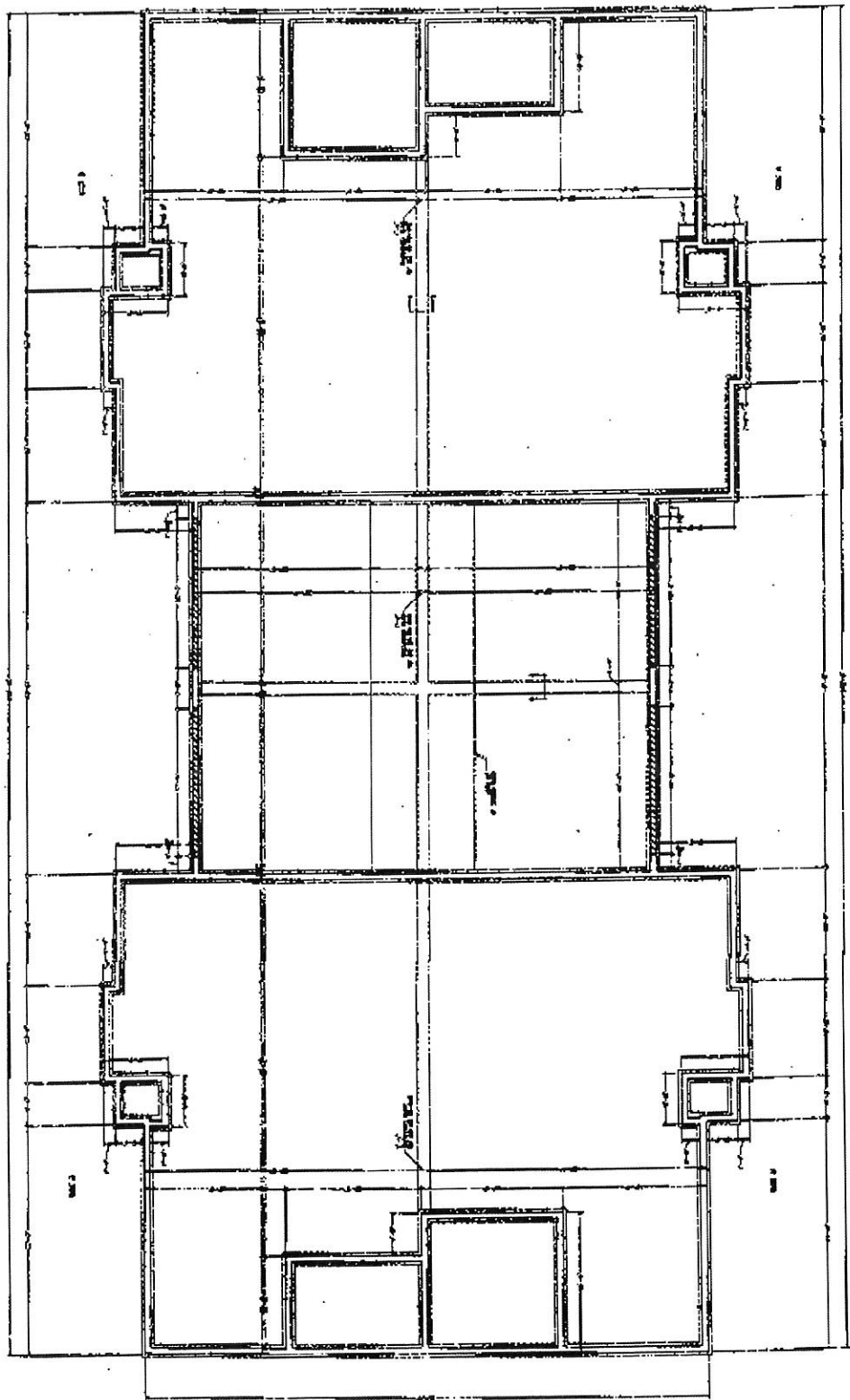
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- 2. SEWER MAINS
- 3. GAS MAINS
- 4. ELECTRIC MAINS
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- 7. FIBER OPTIC MAINS
- 8. RAILROAD TRACKS
- 9. HIGHWAY RIGHT-OF-WAY
- 10. AIR RIGHTS



GEORGE & ASSOCIATES, P.L.L.C.  
 1000 WEST 10TH AVENUE, SUITE 1000  
 DENVER, COLORADO 80202  
 DATE: AUGUST 2001





FOUNDATION PLAN  
SCALE 1/4" = 1'-0"

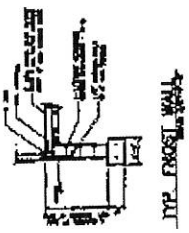
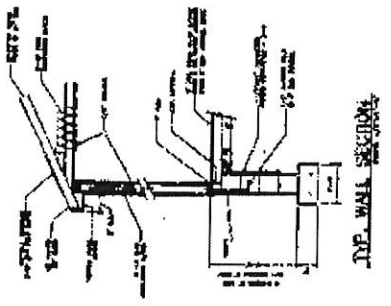
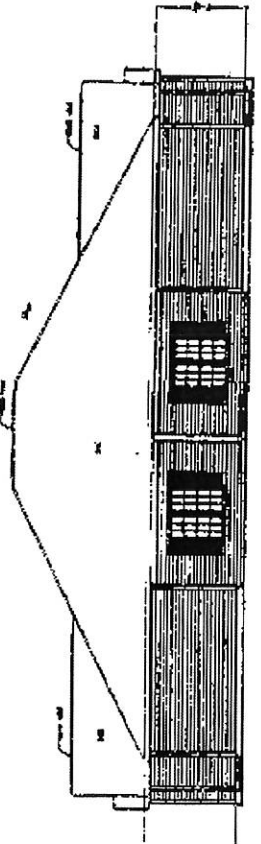
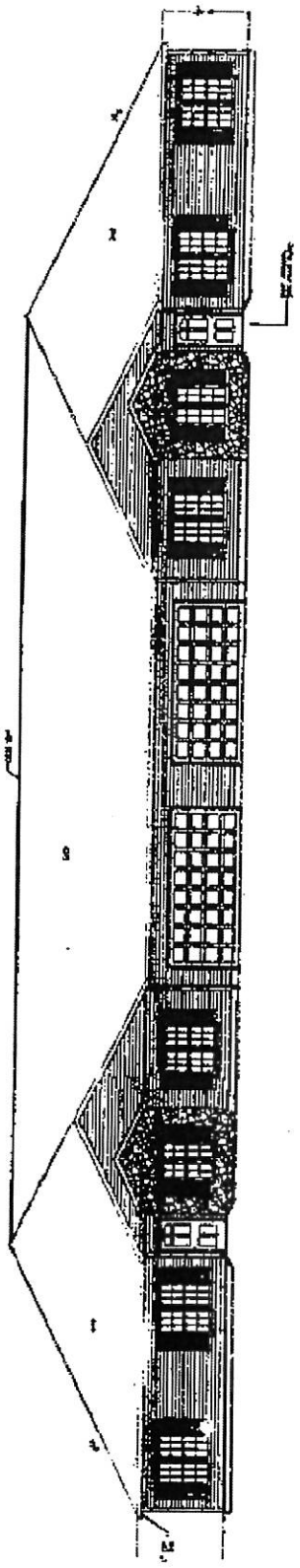


Exhibit 3





**DOOR SCHEDULE**

No.	Description	Material	Finish	Weight	Notes
1	6' x 8' Double Glass	Aluminum	Brushed	150 lbs	See Spec. for details
2	6' x 8' Single Glass	Aluminum	Brushed	75 lbs	See Spec. for details
3	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
4	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
5	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
6	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
7	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
8	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
9	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details
10	6' x 8' Solid Core	Steel	Paint	120 lbs	See Spec. for details

ELEVATION  
 SCALE 3/8"=1'-0"



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
9/4/2001	200124703330	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

ZINK, ZINK, & ZINK CO. LPA  
3711 WHIPPLE AVENUE, N.W.  
CANTON, OH 4718

**STATE OF OHIO  
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1250351

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**ABERDEEN RIDGE HOMEOWNERS ASSOCIATION, INC.**  
and, that said business records show the filing and recording of:

Document(s)  
**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):  
**200124703330**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 4th day of September, A.D. 2001

*J. Kenneth Blackwell*  
Ohio Secretary of State





Prescribed by  
 Bob Tate, Secretary of State  
 30 East Broad Street, 14th Floor  
 Columbus, Ohio 43266-0418  
 Form ARN (December 1990)

Approved	_____
Date	_____
Fee	_____

## ARTICLES OF INCORPORATION

(Under Chapter 1702 of the Ohio Revised Code)  
 Non-Profit Corporation

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be University Commons  
Condominium Association

SECOND. The place in Ohio where its principal office is to be located is 7694 Strausser St. NW  
North Canton Stark County, Ohio.  
 (city, village or township)

THIRD. The purpose(s) for which this corporation is formed is:  
 (Please give a brief, but specific, statement of the purpose(s) for which the corporation is being formed.)

Providing for the maintenance, preservation, administration and management of University Commons, a condominium under the Ohio Condominium Act pursuant to a Declaration of Condominium executed on September 4, 2001.

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign.)

Fred W. Tobin 7694 Strausser St. N.W.  
(trustee) (street address)

North Canton Ohio 44720  
(city) (state) (zip code)

Larry A. Zink 3711 Whipple Ave. N.W.  
(trustee) (street address)

Canton Ohio 44718-2933  
(city) (state) (zip code)

Debra S. Collins 7694 Strausser St. N.W.  
(trustee) (street address)

North Canton Ohio 44720  
(city) (state) (zip code)

\_\_\_\_\_  
(trustee) (street address)

\_\_\_\_\_  
(city) (state) (zip code)

NOTE: P.O. Box addresses are not acceptable for cities with populations over 2,000.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this \_\_\_\_\_ day of

\_\_\_\_\_, 10 2001.

By: Fred W. Tobin Incorporator  
Fred W. Tobin

By: Larry A. Zink Incorporator  
Larry A. Zink

By: \_\_\_\_\_ Incorporator  
Debra S. Collins

Print or type incorporators' names below their signatures.

#### INSTRUCTIONS

1. The fee for filing Articles of Incorporation for a non-profit corporation is \$25.00.
2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1702.06 of the Ohio Revised Code.





Prescribed by  
BOB TAFT, Secretary of State  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43266-0418

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of \_\_\_\_\_

University Commons Condominium Association hereby appoint  
(name of corporation)

Fred W. Tobin to be statutory agent upon whom any  
(name of agent)

process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

7694 Strausser St. N.W.  
(street address)

North Canton Ohio 44720  
(city) (zip code)

NOTE: P.O. Box addresses are not acceptable.

[Signature]  
Larry A. Zink (incorporator)

[Signature]  
Fred W. Tobin (incorporator)

[Signature]  
Debra S. Collins (incorporator)

### ACCEPTANCE OF APPOINTMENT

The undersigned, Fred W. Tobin named herein as the statutory agent for University Commons Condominium Association hereby acknowledges and accepts the appointment of statutory agent for said corporation.  
(name of corporation)

[Signature]  
Statutory Agent

Fred W. Tobin

### INSTRUCTIONS

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent R.C. 1701.07(B), 1702.06(B).
- 2) The statutory agent for a corporation may be (a) a natural person who is resident of Ohio, or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent R.C. 1701.07(A), 1702.06(A).
- 3) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation R.C. 1701.07(B), 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation.