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DECLARATION SUBMITTING PROPERTY TO THE PROVISIONS OFCHAPTER 5311 OF THE OHIO REVISED CODE(THE CONDOMINIUM PROPERTY ACT OF OHIO)BY JOSEPH SYLVESTER CONSTRUCTION CO., INC.FOR: SOUTH BRIDGE WEST, A CONDOMINIUMIN THE TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of this Declaration,  
together with a copy of the Legal Description  
("Exhibit A"), Drawings ("Exhibit B") and the  
By-Laws attached hereto have been filed with  
the Mahoning County Auditor.

Certification

Auditor

DATED: 12-18-86BY S R O'Leary per R Jochman

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

THIS INSTRUMENT PREPARED BY:

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

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### DECLARATION

This Declaration of SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM, made on or as of the 16th day of December, 1986, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### RECITALS

A. JOSEPH SYLVESTER CONSTRUCTION CO., INC., an Ohio Corporation, and the existing condominium owners, "DECLARANT," are the owners in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned office buildings ("UNITS"), and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the Condominium Act.

### DEFINITIONS

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

1. "Articles" and "Articles of Incorporation" mean the articles, as amended, incorporating SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM, as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit enabling corporation act.)

2. "Association" and "SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM" mean the corporation not-for-profit created by the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the Board of Trustees of the Association and are also one and the same as the Board of Managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

4. "By-Laws" mean the By-Laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Condominium Act for the Condominium and which also serve as the code of regulations of the Association

under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the Condominium Act.

6. "Condominium" and "SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

7. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

8. "Condominium organizational documents" means the Articles, By-Laws, Drawings, and this Declaration, as the same may lawfully be amended from time to time.

9. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

10. "Declarant" means JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents and shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

11. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

12. "Drawings" means the drawings for the Condominium, as the same may be lawfully amended from time to time, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

13. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

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



14. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the Condominium Act.

15. "Occupant" means the person lawfully occupying a Unit, whether as a Unit owner, tenant or subtenant, and includes any person lawfully occupying the Unit under authority of that Unit owner, tenant or subtenant.

16. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

17. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Managers of the Association, as defined in the Condominium Act.

18. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act.

19. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

### THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the provisions of the Condominium Act:

### ARTICLE I

#### THE LAND

A legal description of the land initially constituting a part of the Condominium Property, located in the Township of Boardman,

Mahoning County, Ohio, and consisting of 7.134 acres, more or less, is attached hereto and marked "Exhibit A."

## ARTICLE II

### NAME

The name by which the Condominium shall be known is "SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM."

## ARTICLE III

### PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property and each of its Units shall be subject to the following restrictions:

- (a) Unit Uses. Except as hereinafter provided, Units shall be used for professional or business offices, retail sales, beauty salon and/or professional barber shop. No Units shall be used for (i) warehousing, fabricating or manufacturing, (ii) any use or in any manner that would be in violation of applicable zoning, building or other governmental law or regulation, (iii) any use or in any manner that would be illegal or unlawful, (iv) any use or in any manner that would impair the soundness or safety of any building or any part thereof, (v) any use or in any manner that would increase the rate or result in the cancellation of insurance applicable to the Common Areas, (vi) any use or in any manner which would be inconsistent with or inappropriate to the design of the building in which the Unit is situated or for which adequate stair, ventilation, plumbing, and similar and related facilities did not exist, or (vii) any use or in any manner which

would be noxious, offensive or hazardous, or an interference with peaceful possession and proper use of Units as offices, including without limiting the generality of the foregoing, the use of a Unit for an auction, fire or bankruptcy sale. Notwithstanding the foregoing: (i) the Board may from time to time, on such terms and conditions as it determines, permit such uses to be made of a Unit or Units as it deems proper, provided that the use is not unlawful or illegal, and that the use is not incompatible with or would not constitute an unreasonable interference with any other use of a Unit or Units or with the character of the Condominium as a whole; (ii) it shall be permissible for Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices, and for storage and maintenance purposes; and (iii) one or more Units or parts thereof may be maintained for the use of the Association in fulfilling its responsibilities.

In addition, the Board shall have the right to establish rules and regulations with respect to electrical load use and to require prior consent to the installation and use of equipment that might affect heat or air conditioning of other Units or to the use of water or electrical current in excess of that normally provided to other users in the Condominium.

- (b) Common Areas Uses. Common Areas shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, subject to such rules and regulations as may from time to time be promulgated by the Board. Exterior walkways shall be used for no purpose other than normal transit through them, and shall not be obstructed. The green areas shall be used for no purpose other than the enjoyment of the scenic view provided by them. Driveways shall be used only for pedestrian and vehicular ingress and egress, and the parking areas shall be used only for the parking of vehicles. The Board shall have the right to establish and enforce rules and regulations regarding loading and use of loading areas, to limit areas where employees may park, to limit the number of parking spaces available per Unit, and to set reasonable restrictions on the time and manner of use of drive and parking areas.
- (c) Exterior Signage. Without prior approval of the Board, no Unit owner or occupant shall place or suffer to be placed or maintained any advertising matter within a Unit

which shall be visible from the exterior thereof; nor shall any Unit owner or occupant place or suffer to be placed or maintained in any Unit anything visible to the exterior deemed noxious or offensive by the Board; nor shall any Unit owner or occupant place or suffer to be placed or maintained any antenna, sign, awning, canopy, decoration, lettering or advertising matter or other thing of any kind on any exterior door, wall or window, or on any other part of the Common Areas; provided, however, the Board shall establish reasonable and uniform regulations permitting the placement and maintenance with respect to each Unit, of identifying signs and insignia, and rental and sale signs, of such size and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of improvements in the Condominium. The Board shall also have the right to require a Unit owner, at the Unit owner's expense, to install and maintain, with respect to that owner's Unit, sun-controlling horizontal mini-blinds of specifications and materials determined by the Board.

- (d) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit or upon the Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.
- (e) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced and shall contain a like number of Units of comparable size to the Units in the building replaced.
- (f) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.
- (g) Construction Within Easements. No structure, planting or other material (except such as exist at the time of this Declaration) shall be placed on permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of draining channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

- (h) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, birds in a cage and fish may be maintained in a Unit, provided that: (i) permitting of such animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets; and (ii) the right of an occupant to maintain such an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.
- (i) Rules and Regulations. In addition to the rules and regulations hereinbefore specifically described as being authorized to be established by the Board, the Board, from time to time, may adopt such further reasonable rules and regulations concerning the use of Units and the Common Areas as it deems necessary or desirable to promote harmony, to serve the best interests of the majority of the Unit owners and to protect and preserve the nature of the Condominium as a first-class, high-quality office complex. Copies of all such rules and regulations shall be furnished by the Board to each Unit owner prior to the time when the same shall become effective. No such rule or regulation shall discriminate against any Unit owner or occupant on the basis of race, religion, national origin or sex.
- (j) Arbitration. In the event of any dispute between Unit owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

## ARTICLE IV

CONVEYANCES, SALES, LEASES OR SUBLEASES

Section 1. Conveyances and Encumbrances. Each Unit shall be conveyed or encumbered as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred. In addition, each Unit owner agrees to provide to a transferee of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

Section 2. Requirements Relating to Leases. Prior approval of the Association, which approval may not unreasonably be withheld, shall be obtained for any lease or sublease of a Unit to a party. Except for the amount of rent stipulated in the lease or sublease, all of the terms thereof are subject to the foregoing approval. Such lease or sublease shall be consistent with the terms of the Declaration, By-Laws and Rules and Regulations, and shall specifically provide that the lease or sublease cannot be modified, amended, extended or assigned without the prior written consent of the Association; that the tenant shall not sublet all or any part of the Unit without affording the Association the right of first refusal as described in this Article; and that the Association shall have the power to terminate such lease or sublease and to bring summary proceedings to evict the tenant in the name of the Unit owner, in the event of a default by the tenant in the performance of the lease or sublease or in the event such tenant shall violate the terms of this Declaration, the By-Laws or Rules and Regulations of the Condominium, as the same shall exist from time to time.

Section 3. Limitations and Prohibitions.

- (a) Notwithstanding anything herein to the contrary, in no event may a Unit Owner consummate a lease or sublease, directly or indirectly, of his, her or its Unit if the Association has not approved the lease contemplated by the offer, in accordance with the provisions of this Article.

- (b) In the event of a lease or sublease of a Unit other than in accordance with the provisions of this Article, such lease or sublease which is consummated shall be null and void and shall confer no right or title in the party acquiring such interest.

Section 4. Certificate of Compliance. A certificate, in recordable form, executed and acknowledged by the Secretary or other designated officer or agent of the Association, stating in substance that the lease or sublease of the subject Unit has been effected in conformity with the provisions of this Article and that the terms of such lease or sublease of the subject Unit have been approved by the Association in accordance with this Article, shall be conclusive upon the Declarant and the Association in favor of all persons who rely thereon in good faith. Such certificate may, upon request, be furnished to a Unit owner who has in fact complied with the provisions of this Article. The Board may from time to time establish a reasonable fee to be paid by such Unit owner to the Association.

Section 5. The Applicable Transactions. The requirement of prior approval by the Association shall not be applicable to the lease or sublease of Units by or to Declarant or to a Unit owner.

## ARTICLE V

### IMPROVEMENT DESCRIPTION

Section 1. Office Buildings. The Condominium, as initially constituted pursuant to the provisions of this Declaration, contains a total of thirteen (13), (three [3] two-level, and ten [10] one-level), brick and frame office buildings built on masonry foundations, with wood truss roof, fiber-glass shingles and wood trim. The Buildings are of different types.

- (a) One-level Buildings. Space in each one-level building is initially a single unit, but it is contemplated, pursuant to the provisions hereinafter set forth, that either Declarant or subsequent units owners may, by addendum, subsequently divide a unit into multiple units. Each unit contains one toilet, one sink, a heating and air conditioning apparatus, and a hot water heater to service that unit. The principal materials of which the building is constructed is wood, glass, concrete, concrete block, brick, fiber-glass shingles and wallboard. The buildings are located as shown on the drawings.

- (b) Two-level Buildings. Each of the two-level buildings has a ground floor level and a second floor level. As with the One-level buildings, the space in the Two-level buildings is initially a single unit, but it is contemplated, pursuant to the provisions hereinafter set forth, that either Declarant or subsequent unit owners may, by addendum, subsequently divide a unit into multiple units. Each of the ground floor levels and the second floor levels contain one or two toilets and one or two sinks, a heating and air conditioning apparatus, and a hot water heater to service that unit. The principal materials of which the building is constructed is wood, glass, concrete, concrete block, brick, fiber-glass shingles and wallboard. The buildings are located as shown on the drawings.

Section 2. Other. In addition to the office buildings, there are exterior walkways, green areas, a pond, and asphalt drive and parking areas. There are no recreation facilities a part of the Condominium.

## ARTICLE VI

### UNITS

Section 1. Unit Designations. Space in each of the buildings (referred to hereinafter as "a Unit") is designated by a number on the Drawings where that Unit is located. An illustration of a proper Unit designation is Unit B. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit B." The location and designation of each Unit is also shown on the plot plan attached hereto as "Exhibit C."

### Section 2. Composition of Units.

- (a) Unit Composition. Each Unit consists of all space in a building. That space, in each case, is designated by that Unit's designation on the Drawings, and is that space that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the basement or ground floor level, and the unfinished interior surface of the ceiling at the second floor level, all projected, if necessary, by reason of structural divisions such as interior walls and partitions to constitute complete enclosures of space and all the improvements within those spaces. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:



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

- (1) the decorated surfaces, including paint, varnish and finishing material applied to the ceilings, and the drywall attached to the structural parts of the perimeter walls;
- (2) all windows, frames, sashes and jambs, and the hardware therefor;
- (3) all fixtures installed for the exclusive use of that Unit;
- (4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;
- (5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;
- (6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;
- (7) the vents and dampers therefor accessible from that Unit's interior; and
- (8) the attic space or storage space above a Unit, if any, to which the Unit has direct and exclusive access.

Excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

- (i) any supporting element of the building contained in interior walls;
  - (ii) all plumbing, electric, heating, cooling and other utility or service lines, meters, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit or the Common Areas; and
  - (iii) chimneys.
- (b) Unit Sizes; Locations and Components. Each Unit, as described, consists, among other things, of all of the

space in a single building, but it is contemplated that each Unit owner will install interior partitioning and divide the unit into a number of rooms. The approximate gross square foot floor area of each Unit is listed in "Exhibit B." Gross square foot floor area means the area of floor space actually consisting a Unit and is measured from the exterior of the perimeter walls, inward. The location, dimensions, type and composition of each Unit are shown on the Drawings. Each Unit has direct access to Common Areas, which lead directly to Route 224 and an easement to West Boulevard, public streets.

## ARTICLE VII

### COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. All of the improvements that are part of a building and that have not heretofore been specifically defined as part of a Unit, are Limited Common Areas reserved for the exclusive use of the owners and occupants of the Unit constituting that building, or, if any such Unit is divided into additional Units, for the exclusive use of the owners and occupants of the Units in that building. If any building presently constituting a Unit is divided into additional Units, the documents making such division shall specify which portions of those Limited Common Areas are reserved for the exclusive use of the owners and occupants of which Unit or Units into which a presently constituted Unit has been divided.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit is shown on the attached "Exhibit D," and in each case, is that portion of 100% that is in the ratio that the gross interior square footage of a Unit is to the gross percent, and further adjusted, as necessary, so that the total interests equal 100%. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which is appertains.

If at a later time the Condominium Buildings are divided, by addendum, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit is that portion of 100% that is in the ratio that the gross interior square footage of a Unit is to the gross interior square footage of all Units, including those added, rounded to ten thousandths of a percent, and further adjusted, as necessary, so that the total interests equal 100%.

Section 4. Subdividing Units.

- (a) General; Conditions. Notwithstanding any other provision hereof, the owners of a Unit may, at any time, subdivide the Unit owned by them, that is, divide the Unit ("the old Unit") into two or more Units ("the new Units"), providing: (i) each new Unit into which an old Unit is subdivided shall have a direct access to a Common Area or Limited Common Area that leads directly to a public street, (ii) each new Unit shall meet all requirements of the appropriate governmental authorities in all respects, including, without limiting the generality of the foregoing, building, zoning, health and safety requirements, (iii) no structural changes shall be made to a building in connection with such subdividing without the prior express written consent of the Board, and (iv) the owner of the old Unit obtains and provides to the Board all necessary documentation to subdivide the Unit, written consent of all holders of liens or encumbrances on the Unit and title evidence sufficient to establish such facts, and written consent of eligible holders of first mortgage liens on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain.
- (b) Effect. Upon the subdividing of an old Unit into two or more new Units, the undivided interest of the old Unit in the Common Areas, the share of common expenses and profits allocated to the old Unit shall be reallocated among the new Units, in the case of each new Unit, in the proportion that the gross interior square footage of the old Unit, rounded to the nearest tenth of a percent, and adjusted, as necessary, so that the total of the portions allocated to the new Units equals the portion previously allocated to the old Unit.
- (c) Mechanics. A Unit owner desiring to cause that owner's Unit to be subdivided shall cause to be prepared and submitted to the Board a proposed amendment to the Declaration and an amendment to the Drawings to accomplish that subdividing, meeting all requirements of the

Condominium Act, together with an affidavit certifying that all of the foregoing requirements to so subdivide the Unit have been met, and requesting the Association to duly execute, file and record these amendments. If the Board determines that all such requirements have been met, and the proposed amendments are in proper form, substance, and order, the Board shall cause the same to be duly executed by two duly authorized officers and the requesting Unit owner or owners, and filed and recorded. All costs and expenses incurred in connection with such subdividing, including, without limiting the generality of the foregoing, the cost to prepare the amendments, the cost of the Association's counsel to review the proposed amendments, and the costs of filing and recording the same, shall be paid by the requesting Unit owner.

Section 5. Combining Units. Under the same terms and conditions, and following the same procedures as are set forth in Section 4 of this Article regarding subdividing Units, the owners of contiguous Units, but only contiguous Units, may combine their Units into a single Unit, provided, further, that upon combining Units, the undivided interest in the Common Area, the share of common expenses and profits, and the voting power of the new combined Unit, shall be equal to the sum of the portions previously allocated to the Units being combined.

## ARTICLE VIII

### UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owners' association of the Condominium. Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the new performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner, with respect to each Unit owned by that owner, shall be vested with a voting power in the Association that is in proportion to that owner's Unit's undivided interest in the Common Areas is to 100.00%.

If a Unit is owned by more than one owner, the vote with respect to that Unit shall not be divided but shall be cast only as all of the owners of that Unit agree, provided, that unless timely challenged by a co-owner of Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles or such other person or persons as may from time to time be substituted by Declarant. No later than the earlier of (a) sixty (60) days after the time Declarant has sold and conveyed Units containing no less than 95% of the total space of all Units that presently are in the Condominium and that may be added to the Condominium, as hereinafter provided, and (b) seven years from the date of the filing of this Declaration, the Unit owners shall meet, and all Units owners, including Declarant, shall elect three Trustees to replace the initial Trustees. The terms of the three Trustees shall be staggered so that the term of one-third (one) of the Trustees will expire and a successor be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the trustee whose term then expires shall be elected to serve a three-year term. Unit owners, by vote of Unit owners exercising no less than seventy-five per cent (75%) of the voting power of Unit owners may, from time to time, change the number of Trustees.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board shall initially delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such

managing agent as a common expense, provided, however, that no agreement for professional management shall exceed a term of one year periods, and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other persons, firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, or ninety (90) days written notice.

## ARTICLE IX

### AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's place of business, which is in Mahoning County, Ohio, where the Condominium is situated, is:

JOSEPH SYLVESTER, JR.  
7345 West Parkside Drive  
Youngstown, Ohio 44512

In the event this person for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

## ARTICLE X

### MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, through its Board, to the extent funds are available for the same, shall maintain and repair the structural portions and all exterior portions of the buildings, utility lines outside of buildings, green areas, shrubs, trees, walkways, drives and parking areas.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof,

owned by that Unit owner, those portions of the Limited Common Areas within the building in which that Unit is situated and the parking spaces and carports designated as Limited Common Areas appertinent to such Unit, that are not to be repaired and maintained by the Association. In the event a Unit owner shall fail to make any repair or perform maintenance the responsibility of that Unit owner, and the Association performs the same, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express implied or imposed by law, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

## ARTICLE XI

### UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, including the lamp post furnished to each Unit. In the event any utility service is not separately metered, the cost thereof shall be a common expense and paid by the Association.

## ARTICLE XII

### INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereinafter constituting a part of the Common Areas, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all

risk" endorsement, where such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provisions and not less than One hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

- (a) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of a Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;
- (b) shall provide that no assessments may be made against a first mortgage lender, or its insurer or guarantor, and that any assessments under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (c) shall be written in the name of the Association for the use and benefit of the Unit owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners;
- (d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which (i) must provide that the carrier shall notify all first mortgagees names at least ten days in advance of the effective date of any reduction in or cancellation of the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and to the holders of first mortgages on Units; and
- (e) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit Owners.

The cost of this insurance shall be a common expense, payable by the Association, provided however if the Board so elects, each Unit owner shall promptly upon receipt of an invoice for his, her



or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas and public ways, if any, in the Condominium, insuring the Association, the Trustees, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000 for bodily injury, including deaths of persons, and property damages arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to complement contracts of the Association. Each such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the policy.

Section 3. Fidelity Coverage. The Board shall, if and when available, obtain and maintain fidelity coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents or volunteers responsible for handling funds belonging to or administered by the Association. Fidelity bonds or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than a sum equal to three month's aggregate assessments on all Units plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, and any insurance trustee, holder, guarantor or insurer of any mortgage.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/VI, or better, or if Class V has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; and execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution

and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property, equipment, trade fixtures and furnishings, and other losses to improvements owned by the Unit owner or occupant. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair or restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) day after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interest in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

## ARTICLE XIII

DAMAGE; RESTORATION; REHABILITATION AND RENEWALSection 1. Restoration of Substantial Damage or Destruction.

In the event of substantial damage to or destruction of all Units in a building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units.

In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or net amount of any award or proceeds of settlement arising from such proceedings, and total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens (as their interests may appear), in the proportions of their undivided interests in the Common Areas. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association, including, without limiting the generality of the foregoing, divestment of an individual interest, vote, membership in the Association, and liability for common expense. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such damage or destruction.

Section 2. Rehabilitation and Renewal. The Association, with consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders or mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

## ARTICLE XIV

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, Association or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, for use and benefit of the Unit owners and their mortgages as their interest may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit owner may, at his, her or its election, separately pursue such claim, provided that pursuing the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the useability thereof, nor diminishes any award for any such loss.

Section 2 . Use of Proceeds. Award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess costs shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas. Notwithstanding the foregoing, in the event that as a result of

any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any such to any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking.

Section 3. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative or authorized successors, as his, her or its attorney-in-fact to represent that Unit owner, settle losses, receive and utilize award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with and is coupled with an interest, and is irrevocable.

## ARTICLE XV

### GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulations shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and egress to occupants of that Unit, and the officers, employees, licensees and invitees of that occupant.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things, or areas of or in the Condominium Property. Each Unit owner shall provide the authorized representative of the Board with a key to that owner's Unit to enable the Association to enter the Unit in the performance of its duties.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all

similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas (a) for a one year period of time from the date hereof, for access for, and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties, if any, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for its sales and rental period, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for its benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded ("the additional property"), hereinafter described, for pedestrian and vehicular ingress and egress over and upon the Common Areas to and from the additional property, and each part thereof, and a public street, and to extend roadways and walkways onto the additional property. Additionally, Declarant, for itself and its successors and assigns, reserves the right for a period of seven years from the date of the filing of this Declaration, to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the additional property to service the same.

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.



## ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LINES

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Operation Assessments.

(1) Prior to the time any Unit owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate and prorate among all Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

- a. the estimated next fiscal year's cost of the maintenance, repair and other services to be provided by the Association;
- b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- c. the estimated next fiscal year's costs for utility services not separately metered;
- d. the estimated amount required to be collected to maintain a general operation reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

- e. an amount deemed adequate by the Board to maintain a reserve for costs of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
  - f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll, charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.
- (2) the Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administration convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.
  - (3) Unless the Board determines otherwise, which it may do in its sole discretion, annual operating assessment shall be payable in advance, in equal quarterly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual or semi-annual increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each calendar quarter from those who own the Unit an equal quarterly prorata share of the annual operating assessment for that Unit.
  - (4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.
  - (5) If assessments collected during any fiscal year are in excess of the funds necessary to meet anticipated expenses for which the same have been collected, the

excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

- (1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.
- (2) Any such assessment shall be prorated among the Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to Unit owners.

- (c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit or Units to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for

his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notice, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

- (a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by the Board.
- (b) Annual operating and both types of special assessments, together with interest, late charges and costs shall, be a charge and continuing lien in favor of the Association upon the Unit against which each such assessment is made.
- (c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Mahoning County, Ohio, pursuant to

authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

- (d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio 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 the lien.
- (e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas, Mahoning County, Ohio, for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all of a portion of that lien.
- (f) Each such assessment together with interest, late charges and costs shall also be the joint and several personal obligation of the Unit owner who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.
- (g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments interest, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action,

and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

- (h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which accrued prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## ARTICLE XVII

### RIGHTS OF MORTGAGEES

Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation), except for the existing construction mortgage in favor of any institution holding said mortgage which shall, until said mortgage is released, receive without further request, shall be entitled to timely written notice by the Association of:

- (a) any proposed addition or amendment of the Condominium organizational documents effecting a material change or addition in provisions establishing, providing for,

governing or regulating (1) voting, (2) assessment liens or subordination of such liens, (3) reserves for maintenance, repair and replacement of Condominium Property, (4) insurance or fidelity bonds, (5) rights to use of the Common Areas, (6) responsibility for maintenance and repair, (7) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, (8) the boundaries or composition of any Unit, (9) the interests in the Common Areas, (10) the convertibility of Units into Common Areas or of Common Areas into Units, (11) the leasing of any Unit or part thereof, (12) the changing of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer or otherwise convey his or her Unit, or (13) any provisions which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.

- (b) any proposed termination of the Condominium as a condominium regime;
- (c) any condemnation or eminent domain proceeding which may affect or any casualty loss which does affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (d) any decision by the Association not to restore substantial damage or destruction;
- (e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (f) any decision by the Association to renew or rehabilitate the Condominium Property;
- (g) any decision by the Association to construct significant new capital improvements not replacing existing improvements;
- (h) times and places of Unit owners' meetings; and
- (i) any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder, insurer or guarantor, where the default remains uncured for a period of sixty (60) days.

No addition or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

In addition, (a) eligible holders of first mortgage liens shall have the right to vote with respect to amendments of the Condominium organizational documents as provided in Article XVIII hereof, (b) each eligible holder of a first mortgage lien shall be furnished, promptly after its preparation, with a copy of the Association's annual financial statement or similar report and copies of audited statements, when the same are to be prepared, as provided in the By-Laws, and (c) institutional holders of first mortgage liens holding, in the aggregate, mortgages securing a majority of the total amount of the principal sums outstanding and secured by mortgages on Units in the Condominium, shall have the right of approval of the insurers writing casualty insurance with the Association, and the amount of such insurance.

## ARTICLE XVIII

### AMENDMENTS

Section 1. Power to Amend. Except as hereinafter specifically provided, amendment of this Declaration (or the other Condominium organizational documents) shall require, (a) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

- (a) the consent of all Unit owners shall be required for any amendment effecting a change in:
  - (1) the boundaries of any Unit;
  - (2) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;
  - (3) the number of votes in the Association appertaining to any Unit; or
  - (4) the fundamental purposes to which any Unit or the Common Areas are restricted;



- (b) consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;
- (c) consent of eligible holders of first mortgages on Units to additions or amendments to the Condominium organizational documents shall not be required except in those instances, previously described, in which the eligible holders of first mortgages on Units are entitled to written notice of such proposed addition or amendment;
- (d) in any event, Declarant reserves the right and power, and each Unit owner, by acceptance of a deed to a Unit, is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of seven (7) years from the date of the filing of the documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by an institutional lender, or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors or omissions, the correction of which would not impair the interest of any Unit owner or mortgagee; and further provided that if there is a Unit owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

An eligible holder of a first mortgage on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents of Unit owners and eligible holders of first mortgages hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall

be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification to such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of same with the Auditor and Recorder of Mahoning County, Ohio.

Section 3. Method for Addendum. Building A (A-1 and A-2), Building K (K-1 and K-2), Building L and Building M have been completely designed as shown in the attached "Exhibit B."

Buildings B, C, D, E, F, G, H, I and J have not been designed and divided into Units, however the square footage of each has been determined. Declarant reserves the right, by Addendum, to divide the Buildings into Units to determine the percentage of each Unit ownership in said Buildings.

## ARTICLE XIX

### BUILDINGS

There shall be thirteen (13) buildings in the Condominium with a maximum of forty (40) Units.

## ARTICLE XX

### GENERAL PROVISIONS

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

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth

herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by a Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenants, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have right of action against each other for failure to comply with the provisions of the Condominium organization documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 16th day of December, 1986.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

*[Signature]*

BY: *[Signature]*

JOSEPH SYLVESTER, PRESIDENT

*[Signature]*

AND: *[Signature]*

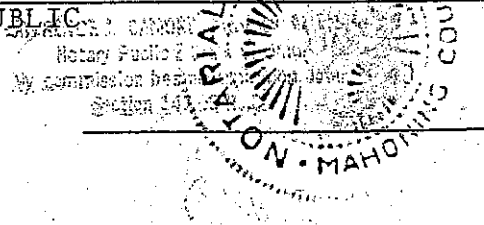
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO )  
 ) SS:  
COUNTY OF MAHONING )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument and the same is their free act and deed individually and as said officers, and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Youngstown, Ohio, this 16th day of December, 1986.

NOTARY PUBLIC



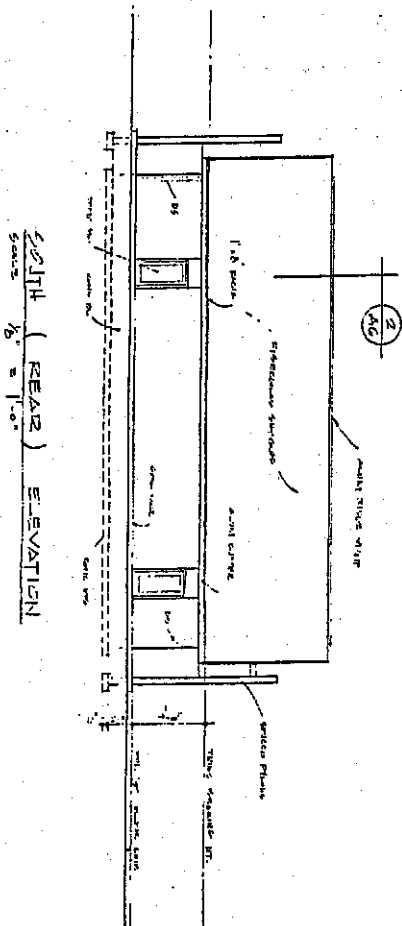
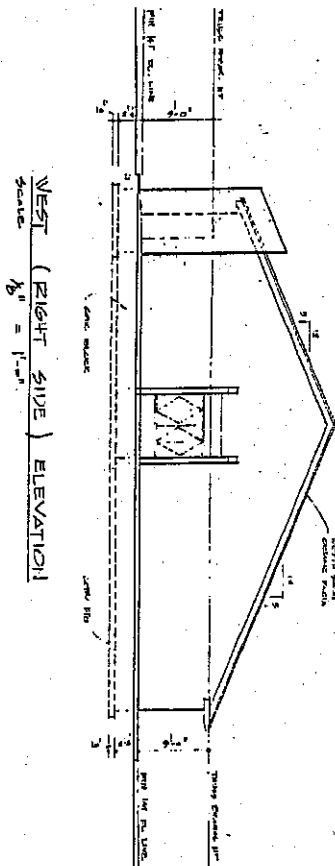
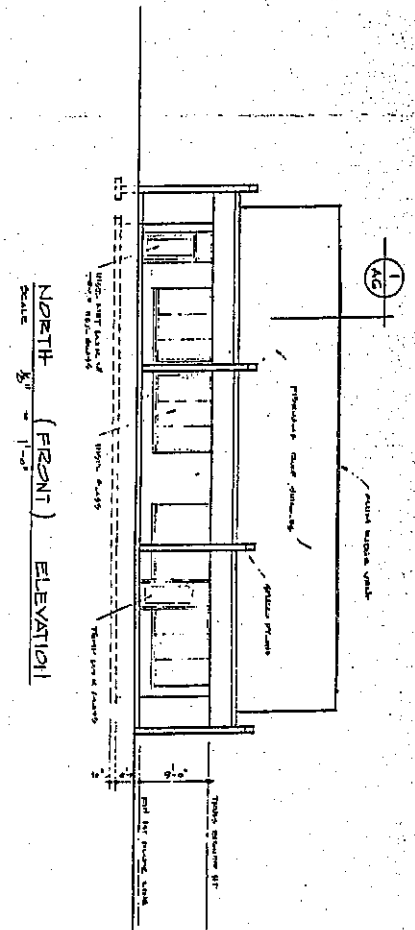
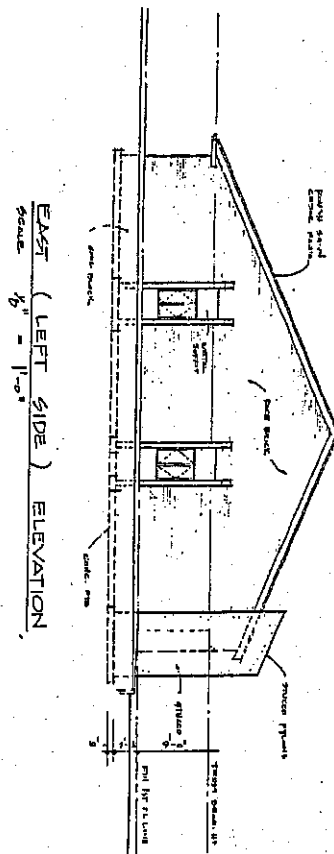
"EXHIBIT A"

Situated in the Township of Boardman, County of Mahoning and State of Ohio and known as being part of Great Lot No. 21 of the 3rd Division of said Township and further bounded and described as follows:

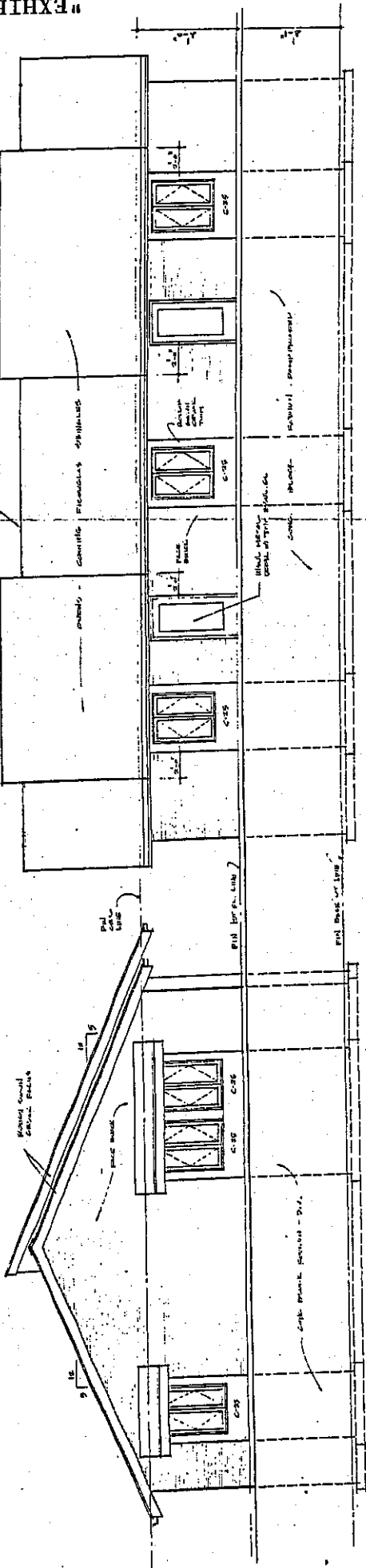
Beginning at an iron pin found on the southerly right of way line of the Canfield-Poland Road (S.R. 224) at the northeast corner of Lot No. 1 of the Hitchcock Park Plat No. 1; thence south  $85^{\circ} 21' 15''$  east along said right of way line a distance of 510.35 feet to an iron pin; thence south  $4^{\circ} 38' 45''$  west a distance of 609.99 feet to an iron pin; thence north  $85^{\circ} 21' 15''$  west a distance of 508.56 feet to an iron pin at the southeast corner of said Lot No. 1; thence north  $4^{\circ} 28' 40''$  east a distance of 610.0 feet to the point of beginning and containing within said bounds 7.134 acres of land, but subject to all legal highways.

"EXHIBIT A"

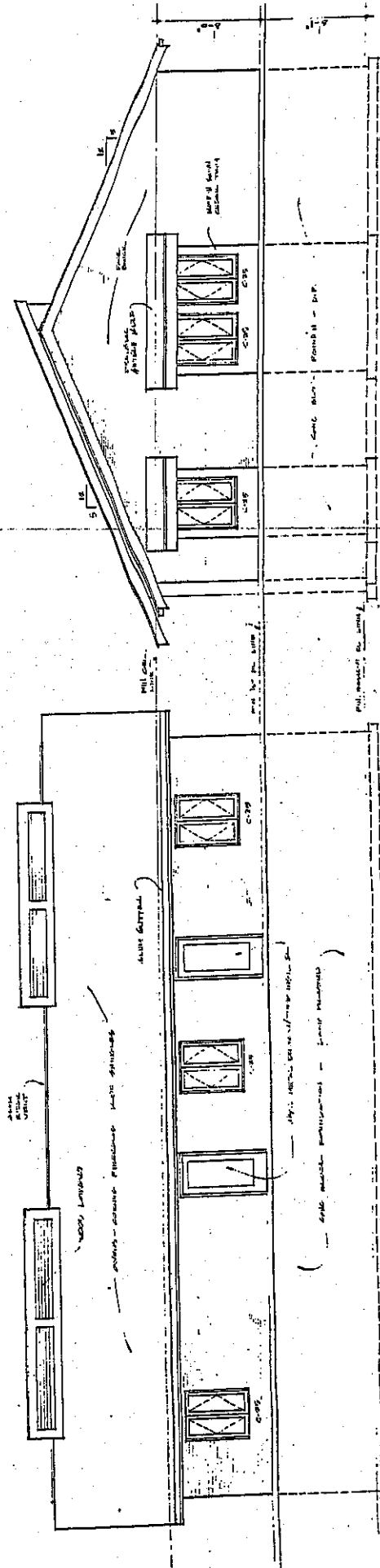
**SINGLE STORY DESIGN**  
**(DESIGN AND FRONT ELEVATION ONLY)**  
**BLDG. A, 1, M**



"Exhibit b-1"



EAST (LEFT SIDE) ELEVATION  
SCALE -  $\frac{1}{4}'' = 1'-0''$



SCOUT (REAR) ELEVATION  
SCALE  $\frac{1}{4}'' = 1'-0''$

North	(Front)	Elevation
Scale	1/4" = 1'-0"	

WEST- SIDE (12.31-1.01) 12.31-1.01

SINGLE STORY DESIGN  
(DESIGN AND FRONT ELEVATION ONLY) BLDG. B, C, D, E, H, J, L



JULIUS R. TARESHAW & ASSOCIATES, AIA  
2225 OLNEY AVE. N.E.  
WASHINGTON, D.C. 20002

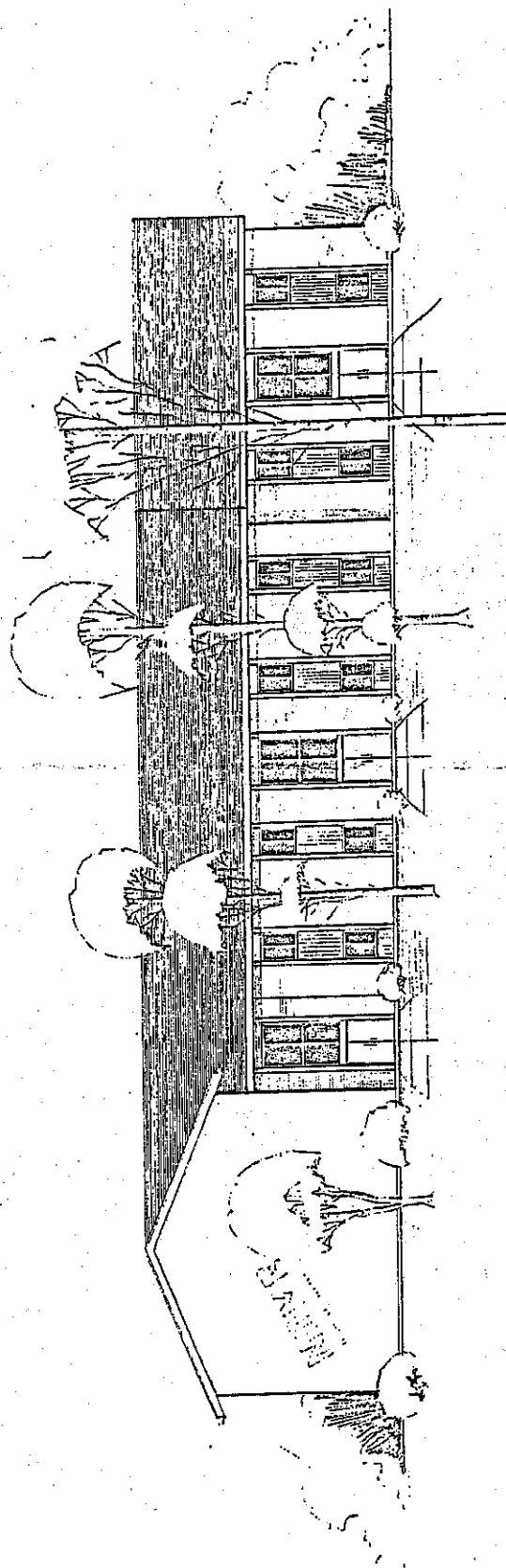
DATE	4-1-82
SCALE	AS SHOWN
PROJECT NO.	82-001
DRAWN BY	JRT
APPROVED	JRT



"EXHIBIT B-3"

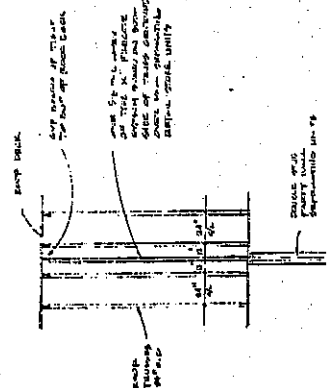
**TWO STORY DESIGN**  
**(DESIGN AND FRONT ELEVATION ONLY)**  
**BLDG. F, G, K**

VIEW LOOKING WEST

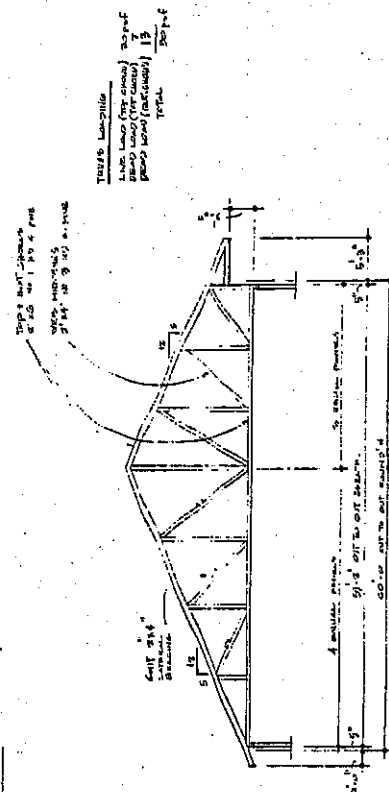




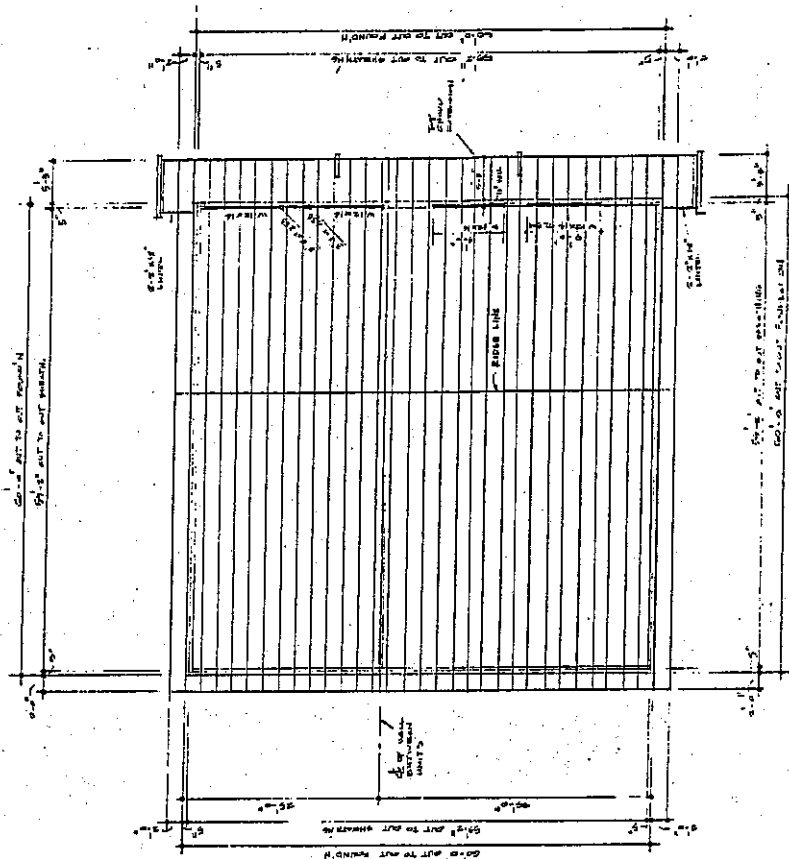
STRUCTURAL DESIGN	LOADS				
	live loads	dead loads	wind	seismic	total
maximum	140 psf	100 psf	100 psf	100 psf	100 psf
minimum	—	—	—	—	—
average	—	—	—	—	—
maximum	—	—	—	—	—
minimum	—	—	—	—	—
average	—	—	—	—	—



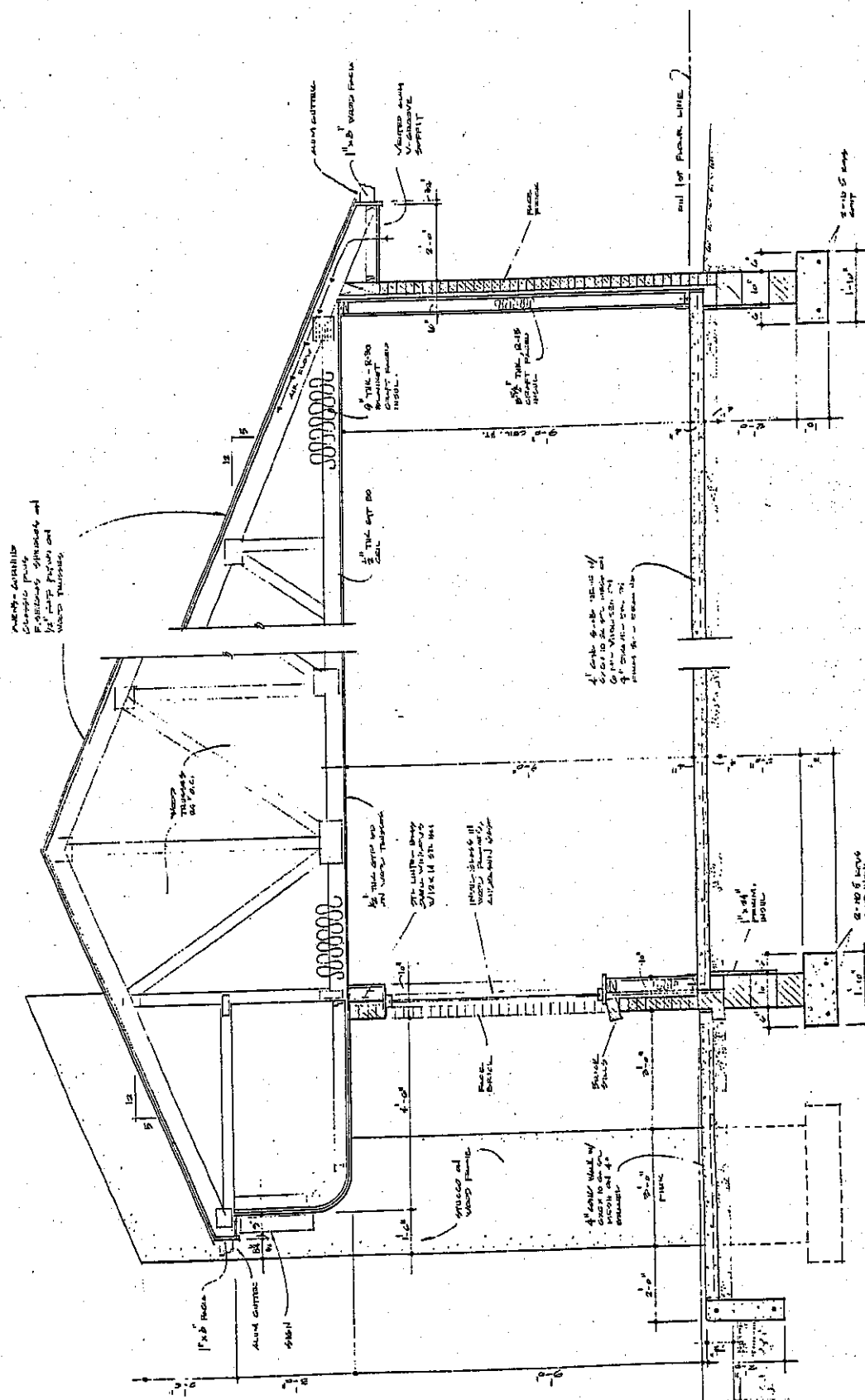
ROOF FIRESTOPPING  
DETAIL      *see 1/4" = 1'-0"*



ROOF TRUSS DETAIL

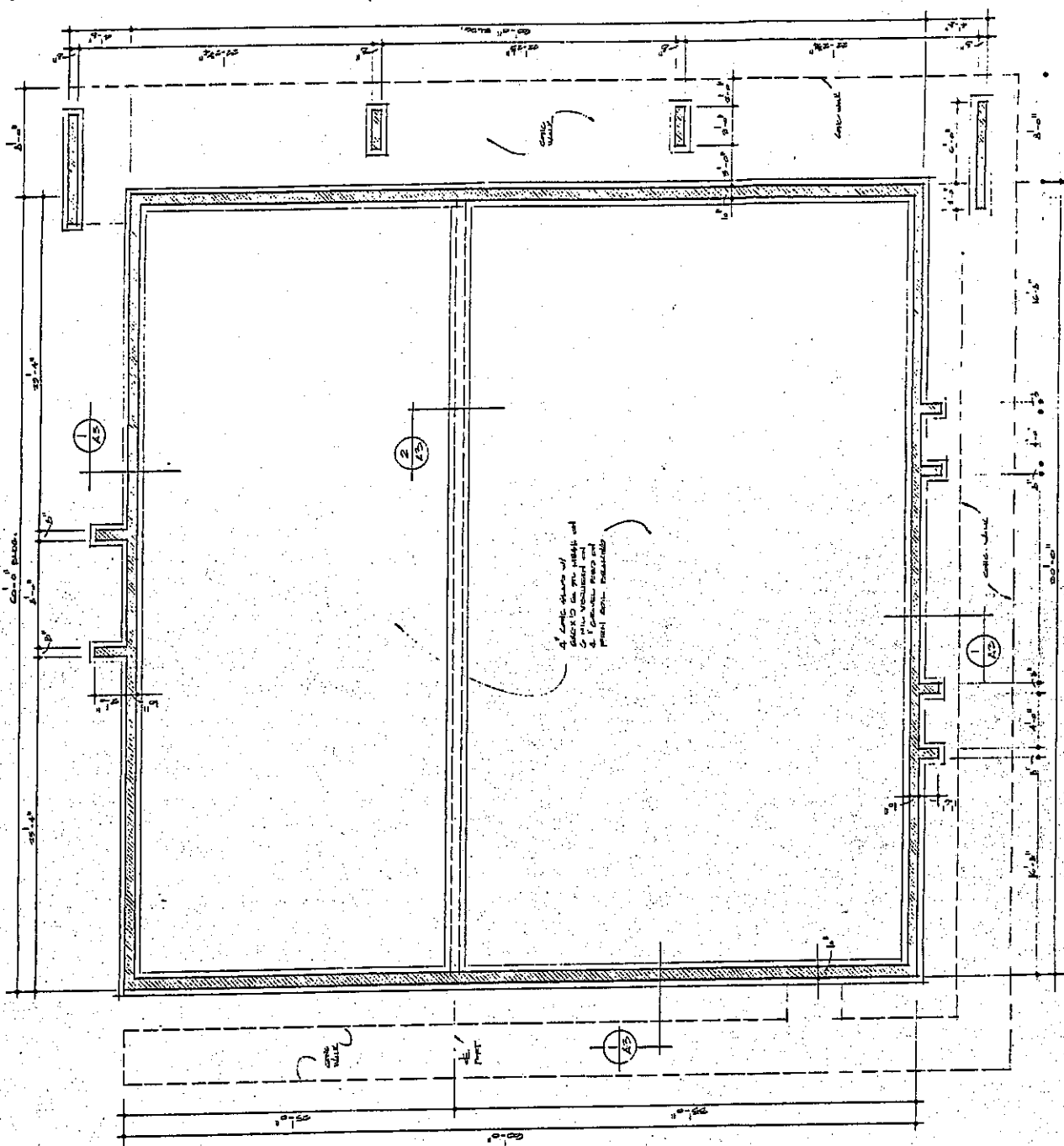


# ROOF FRAMING PLAN



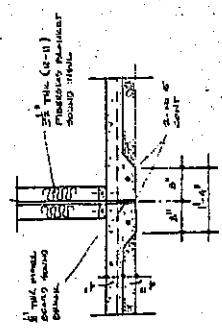
LA 35 0030  
B.D.G. (M) (A2)

FOUNDING / FOUNDATION PLAN

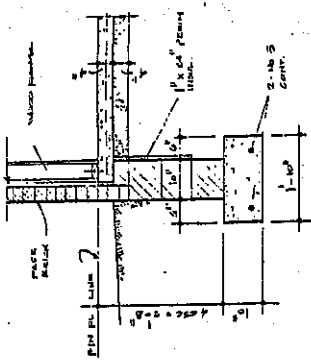


2' CONC. SLAB ON  
GRAVELL TO THE EXT. WALLS  
& 4" CONC. FLOOR ON  
GRAVELL TO THE EXT. WALLS  
& 4" CONC. ROOF ON  
GRAVELL TO THE EXT. WALLS

SECTION 2  
SCALE 3/4" = 1'-0"

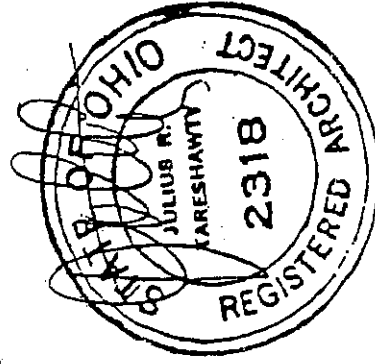


SECTION 1  
SCALE 3/4" = 1'-0"



"EXHIBIT B-6"

"EXHIBIT B-7"

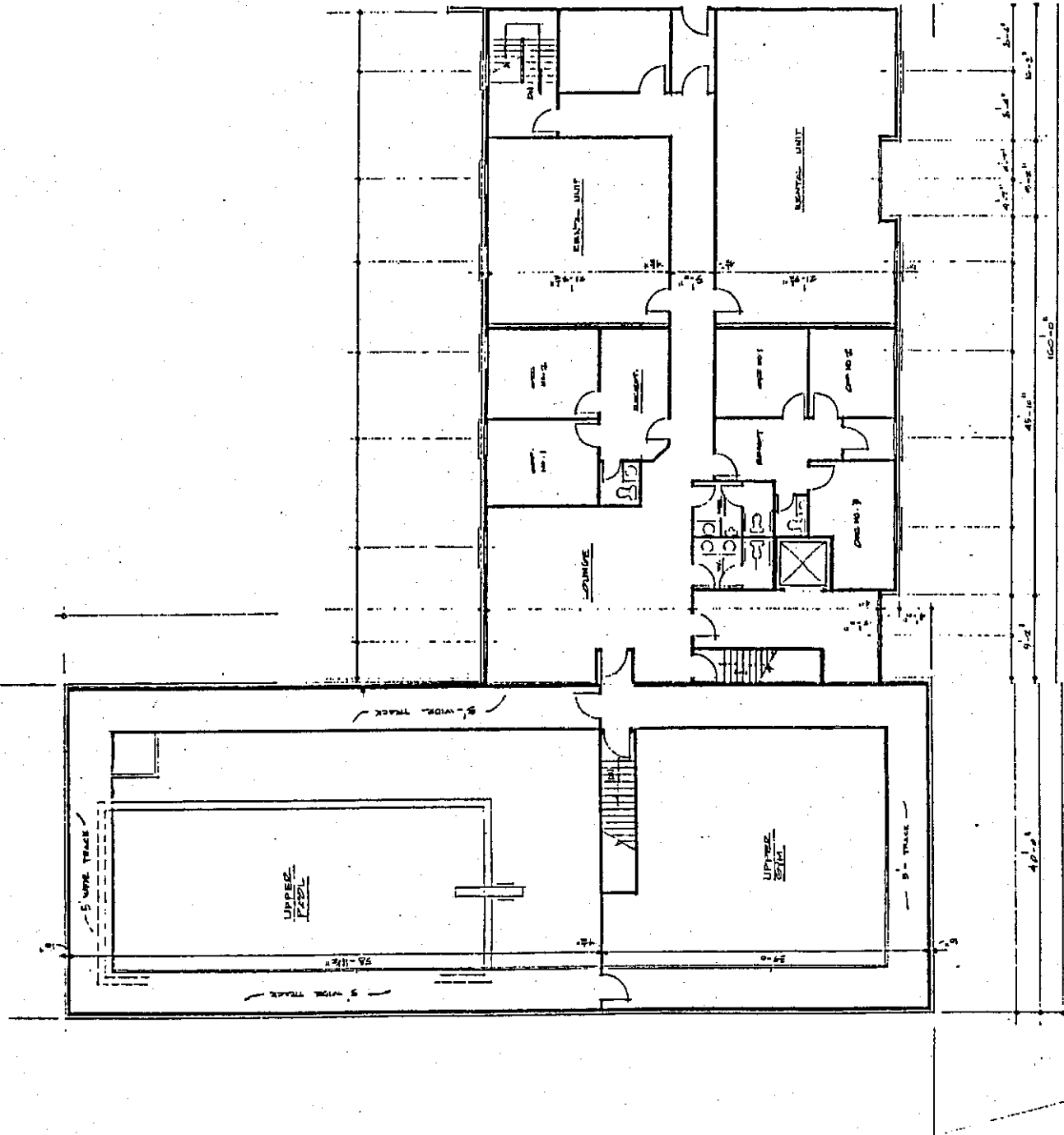


TK

**BLDG.**

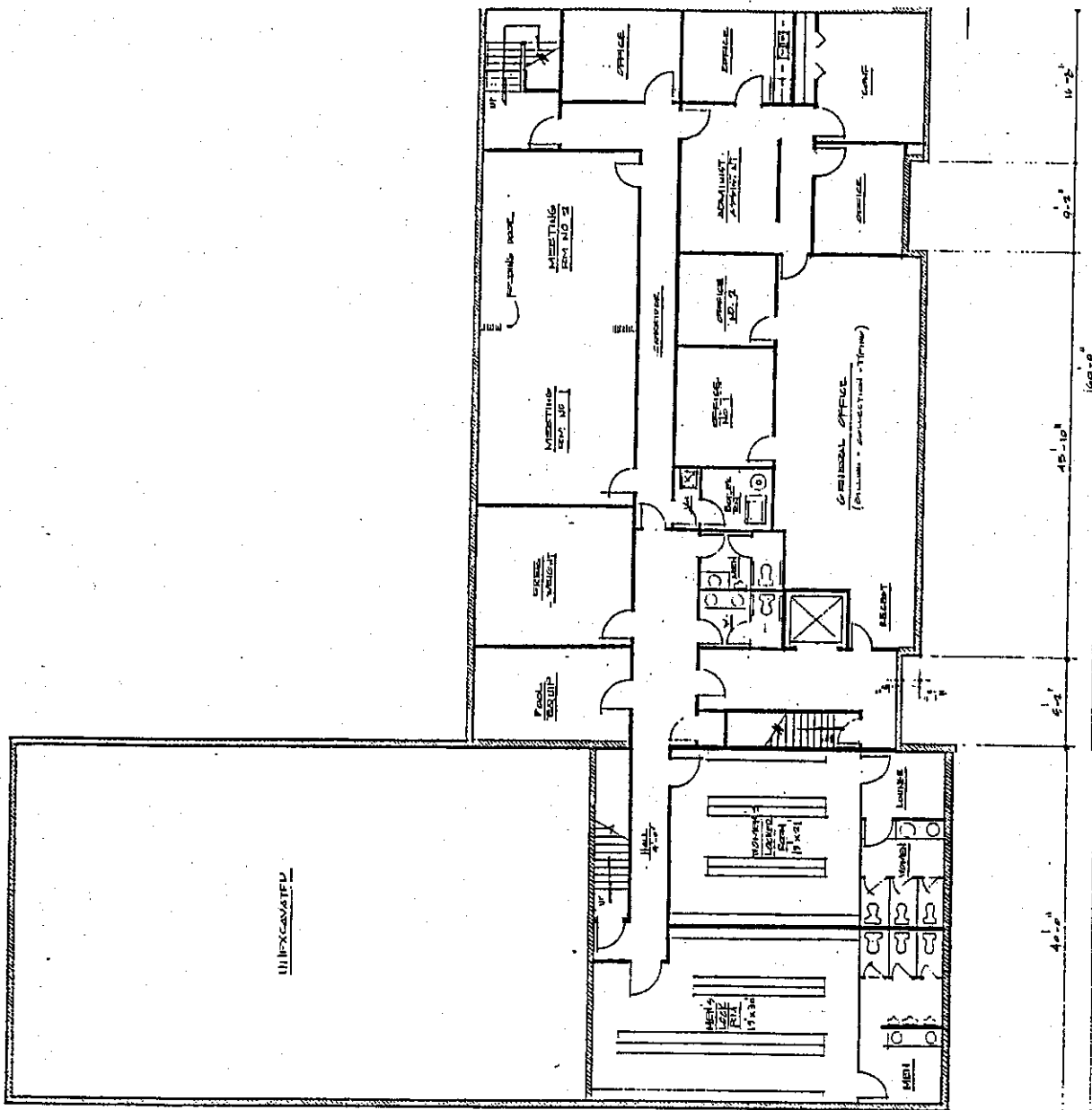
~~13,430~~  
15,440

FIRST AND SECOND = ONE MAN  
SCALE 1/2" = 1'-0"

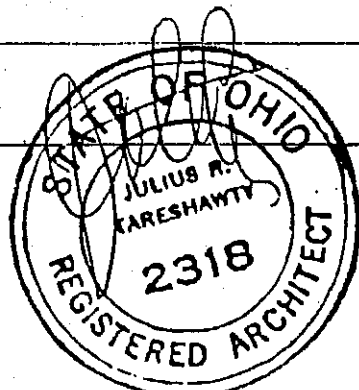
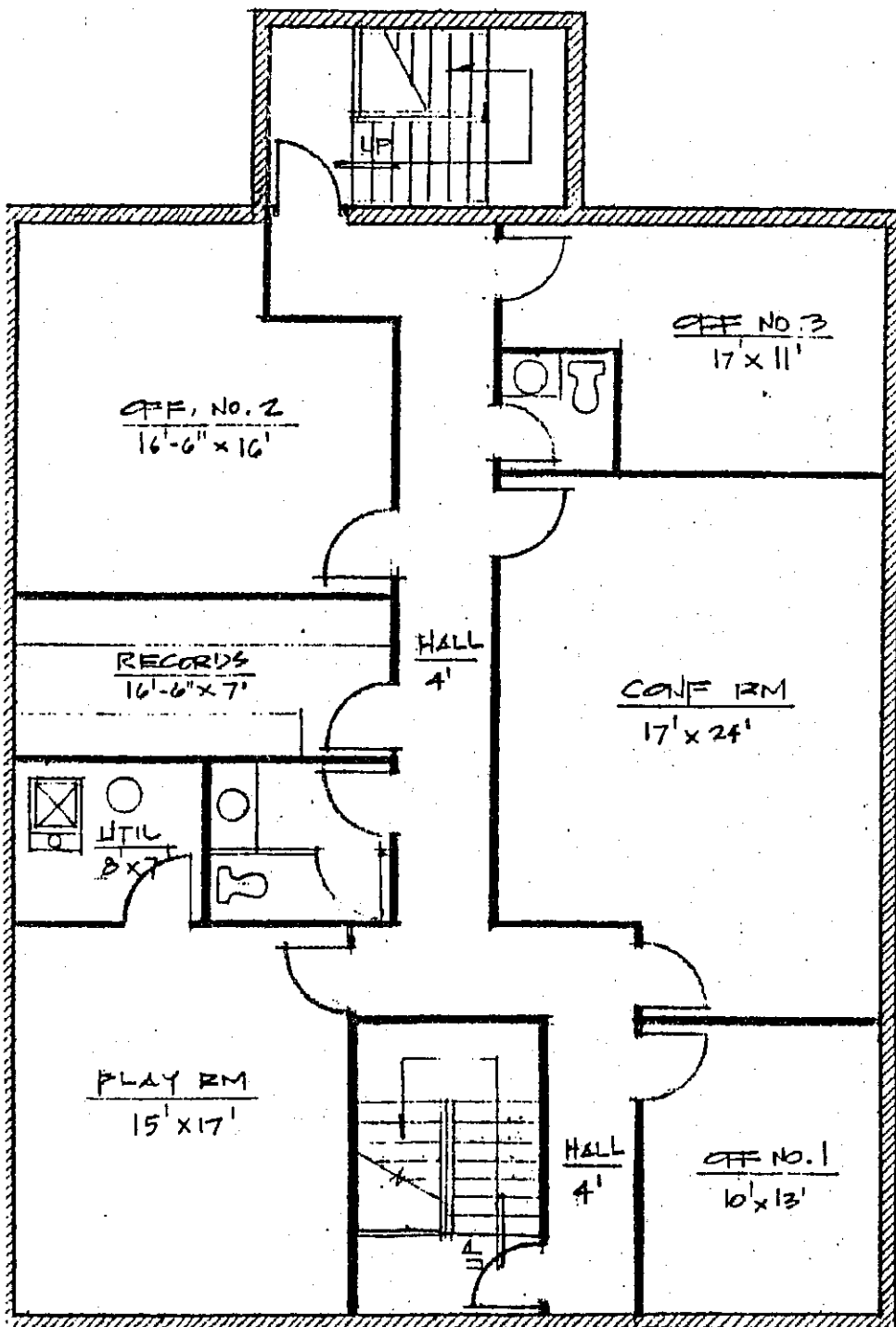


K1

BLDG.



BASMENT FLOOR PLAN  
Scale 1" = 1'-0"

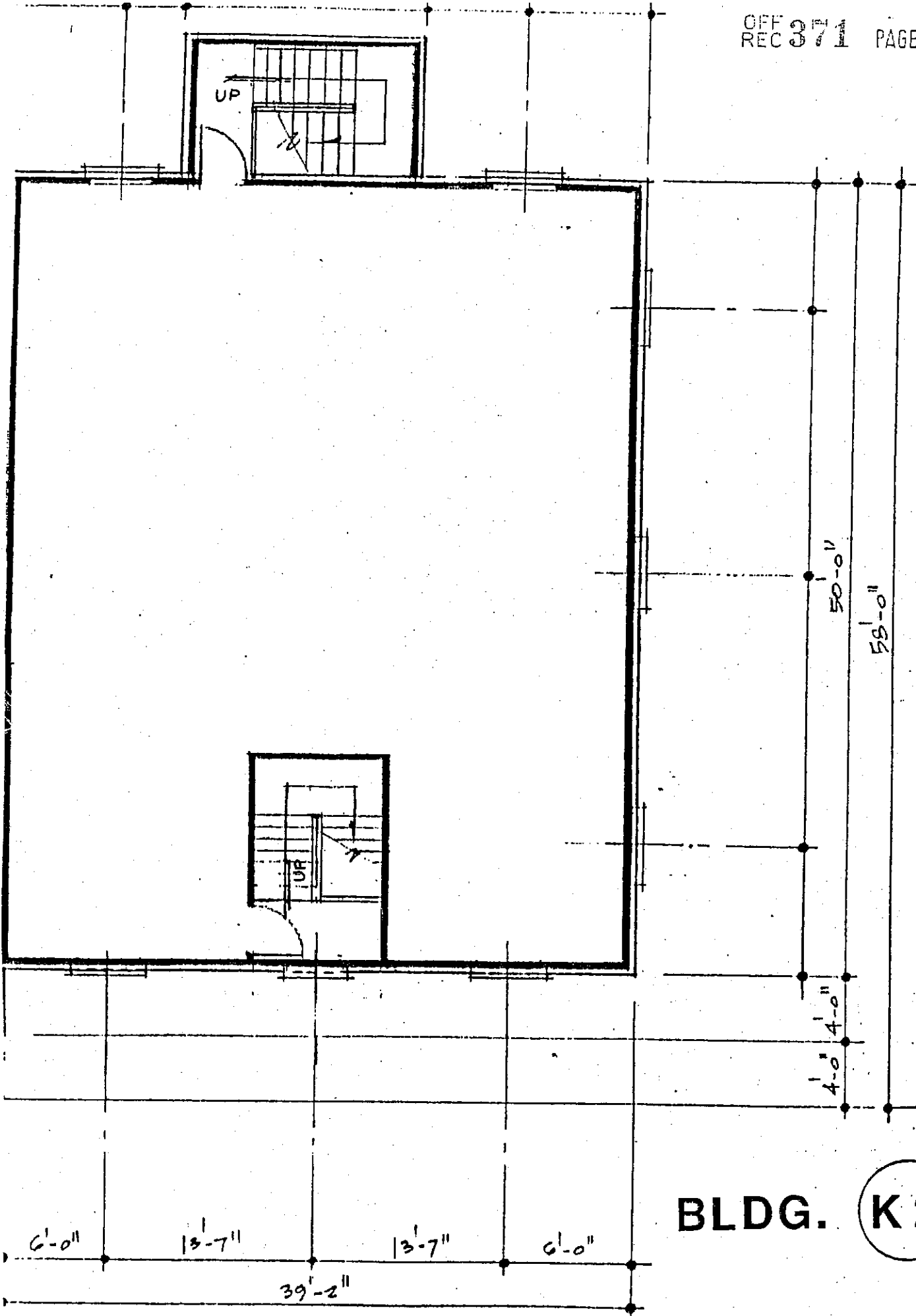


39'-2"

BLDG. K2

1960 SQ. FT.

"EXHIBIT B-9"



BLDG. K2

BASEMENT

"EXHIBIT B-10"









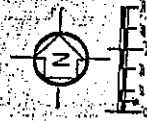
CERTIFICATE OF ARCHITECT  
I HEREBY CERTIFY THAT THIS DRAWING CORRECTLY REPRESENTS THE BUILDING AS CONSTRUCTED AND THAT THERE ARE NO ENCROACHMENTS ON ANY ADJUTING PREMISES.  
*John R. Taresnaw, AIA*

CERTIFICATE OF AUDITOR  
FILED ON THIS DAY OF 1986

MAHONING COUNTY AUDITOR

CERTIFICATE OF RECORDER  
RECORDED FOR RECORD ON THIS DAY OF 1986, AT OFFICE OF RECORDER  
RECORDED TWO DAY OF 1986  
RECORDED IN VOLUME PAGE

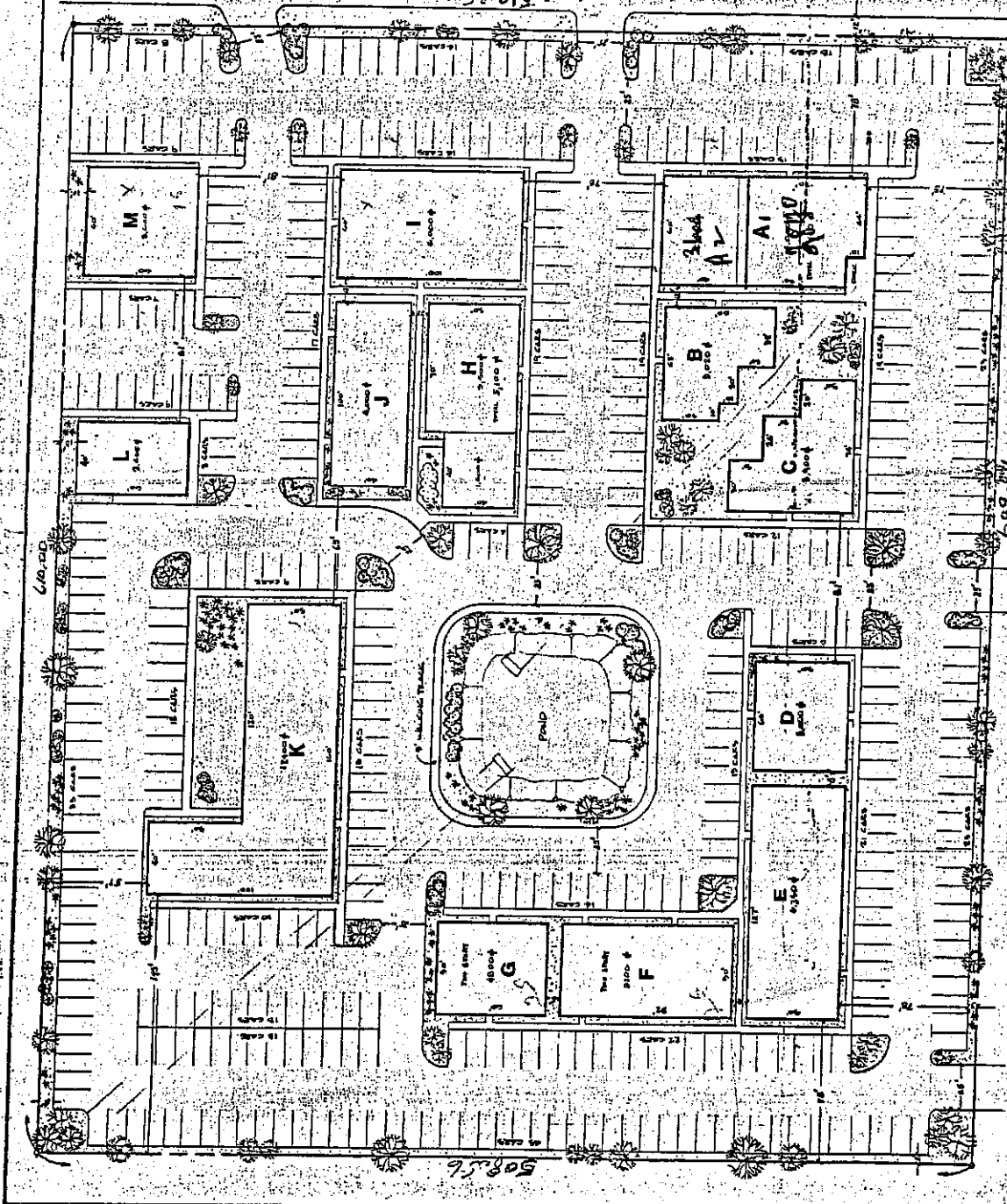
MAHONING COUNTY RECORDER



TOTAL BLDG. SQ. FT. 13,210  
TOTAL PARKING SPACES 270

South Bridge WEST

EXECUTIVE PARK CONDOMINIUM  
155 PINEWOOD ROAD  
TOLEDO, OHIO 44115



OWNED & DEVELOPED BY THE  
JOSEPH SYLVESTER  
CONSTRUCTION CO., INC.

CERTIFICATE OF SURVEYOR  
I HEREBY CERTIFY THAT THE LOCATIONS OF THE BUILDING AS SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
*[Signature]*

SITE PLAN

"EXHIBIT D-1"

<u>BUILDING</u>	<u>SQUARE FOOTAGE</u>	<u>UNDIVIDED INTEREST PERCENTAGE</u>
A-1	2,840	3.7760
A-2	3,600	4.7867
K-1	15,440	20.5292
K-2	1,960	2.6060
L	2,400	3.1911
M	3,000	4.7867

Buildings, A, K, L and M, shown above, are divided by the Original Declaration filed herein.

Buildings B, C, D, E, F, G, H, I and J are shown on the following "Exhibit D-2" and will be divided by future Addendums.

"EXHIBIT D-1"

"EXHIBIT D-2"

<u>BUILDING</u>	<u>SQUARE FOOTAGE</u>	<u>UNDIVIDED INTEREST PERCENTAGE</u>
B	3,020	4.0154
C	3,900	5.1855
D	3,000	3.9888
E	6,350	8.4430
F	9,200	12.2324
G	4,800	6.3821
H	5,100	6.7810
I	6,000	7.9777
J	4,000	5.3184
TOTAL SQUARE FOOTAGE AS SHOWN ON "EXHIBITS D-1, D-2:"		
	75,210	100.00%

"EXHIBIT D-2"

"EXHIBIT D-3"

SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM

7.134 Acres X 43,560 square feet per acre = 310,757.04 square feet

24.0%	is Land for Buildings (75,210 square feet)
30.5%	is Land for Parking (470 spaces)
16.0%	is Land for Green Areas
29.0%	is Land for Walkways and Driveways
<u>.5%</u>	is Land for Pond
<u>100.0%</u>	(TOTAL PERCENTAGE)

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

"EXHIBIT E"

CONSENT OF MORTGAGEE

The undersigned, THE BAR MOR LTD, a limited partnership, is mortgagee of premises described in the within Declaration of Condominium Ownership by virtue of a Mortgage Deed executed by JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., an Ohio corporation, and recorded in Official Records 292, Page 73, of the Recorder of Mahoning County, Ohio, on the 5th day of August, 1986.

The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Condominium-Ownership, with the By-Laws and Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Mahoning County, Ohio, and, further, subjects said Mortgage Deed to the foregoing Declaration of Condominium Ownership, with the By-Laws and Drawings attached as exhibits thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

THE BAR MOR LTD., A Limited  
Partnership

Melvin J. Leonard  
James J. Leonard

BY: David E. Bartholomy  
DAVID E. BARTHOLOMY,  
GENERAL PARTNER

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

BEFORE ME, a Notary Public in and for said County and State, appeared DAVID E. BARTHOLOMY a General Partner in THE BAR MOR LTD., a limited partnership, who acknowledged that he did execute the aforesaid Consent of Mortgagee and that such execution was his free act and deed individually and as such general partner of said Limited Partnership, and the free act and deed of said Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Youngstown, Ohio, this 16<sup>th</sup> day of December, 1986.

Melvin J. Leonard  
NOTARY PUBLIC  
MELVIN J. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1989  
MAHONING COUNTY, OHIO

THIS INSTRUMENT PREPARED BY:

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

## BY-LAWS

(Code of Regulations)

of

SOUTH BRIDGE WEST EXECUTIVE PARK CONDOMINIUM ASSOCIATION

## ARTICLE I

NAME AND LOCATION

The name of the Association is SOUTH BRIDGE WEST EXECUTIVE PARK CONDOMINIUM ASSOCIATION ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for SOUTH BRIDGE WEST EXECUTIVE PARK CONDOMINIUM. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit owners ("members") and of the Trustees ("Board of Managers") of the Association shall be at such place in Mahoning County, Ohio, as the Board of Trustees ("the Board") may from time to time designate.

## ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of SOUTH BRIDGE WEST EXECUTIVE PARK CONDOMINIUM ("the Declaration"), recorded simultaneously herewith with the Recorder of Mahoning County, Ohio.

## ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.



Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so 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. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action in Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken

without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than seventy-five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

#### ARTICLE IV

##### BOARD OF TRUSTEES (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time by substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and by these By-Laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the

Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Trustee shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine.
- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

- (1) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;
- (d) issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. An officer must be a member of the Association, however, he need not be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. Duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the vote and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

## ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purpose.

## ARTICLE VII

BOOKS AND RECORDS

Books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances upon request to the Association, for inspection by Unit owners and holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

## ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year), in the following circumstances:

- (a) to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit owners exercising a majority of the voting power of Unit owners; and
- (b) upon request of holders of fifty-one percent (51%) or more of first mortgages on Units, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such holders, or the Unit owner whose mortgagee requires such audited statement.

## ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

## ARTICLE X


AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.


IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the 16th day of December, 1986.

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

BY:

  
JOSEPH SYLVESTER, PRESIDENT

AND

  
ANNA MARIE SYLVESTER, SECRETARY



70899

FIRST ADDENDUM TO DECLARATION

BLOG D

OF

SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR

SOUTH BRIDGE WEST A CONDOMINIUM, IN THE

TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986

Official Record 371, Page 209  
Mahoning County Records

RECEIVED FOR RECORD  
AT 3:30 O'CLOCK P M

JUN 9 1987

WILLIAM E. REPASKY  
Recorder, Mahoning County, Ohio ✓  
\$21.00 - COMPAREL  
B.C. ✓

This Conveyance has complied with Section 319.202

Fee Reeds No Trans Receipt 11

Permissive Tax \_\_\_\_\_

Exempt 6-9-87

By R. Gochman Deputy  
J. TABLACK, COUNTY AUDITOR

FIRST ADDENDUM TO DECLARATION

This First Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 8th day of JUNE, 1987, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

ARTICLE XV  
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

ARTICLE XIX  
BUILDINGS

Section 1. Maximum Number of Units. There shall be thirteen (13) Buildings in the Condominium, with a maximum of thirty (30) Units.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building D, Units 1, 2 and 3.

Building D, as previously submitted, is now divided into three separate Units (Units 1, 2 and 3). Unit 1 has an area of 1200 square feet; Unit 2 has an area of 800 square feet; and Unit 3 has an area of 1000 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by Exhibit attached hereto, with the exception of Building D, Units 1, 2 and 3.

ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building D into three units. All other provisions of the Declaration with

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

copies of the Legal Description and By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 8<sup>th</sup> day of JUNE, 1987.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie J. Leonard.

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Susan J. Pritchard

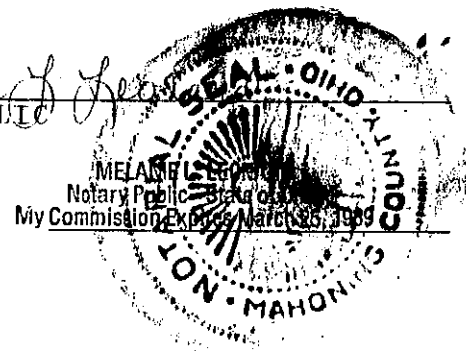
AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO )  
COUNTY OF MAHONING ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 8<sup>th</sup> day of JUNE, 1987.

Melanie J. Leonard  
NOTARY PUBLIC



*Prepared By*

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

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. D: 1	1,200	1.5955
2	800	1.0637
3	1,000	1.3296

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

LAWRENCE J. DAMORE, ATTORNEY AT LAW  
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SECOND

JULY 15, 1987

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. C: 1	1,680	2.2337
2	1,200	1.5955
3	1,020	1.3563

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

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

"EXHIBIT A"

THIRD

DEC. 29, 1987

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. A: 1	1,500	1.9944
2	1,500	1.9944
3	1,720	2.28695
4	1,720	2.28695

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

FOLTH  
JAN. 22, 1988

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. L     1	1,200	1.59555
2	1,200	1.59555

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

FIFTH  
OCT. 12, 1988

"EXHIBIT A"SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. A     3	1,380	1.8349
4	2,060	2.7390
Bldg. H	3,666	4.8744
Bldg. J	11,434	15.2027
Bldg. M	3,600	4.7867

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%



SIXTH

APRIL 28, 1989

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. B - 1	1,200	1.5955
B - 2	1,820	2.4199

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

SEVENTH

AUG 23, 1939

"EXHIBIT A"SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. F	15,000	19.9442
Bldg. G	3,400	4.5207
Bldg. J-1	1,426	1.8960
J-2	2,400	3.1911
J-3	1,702	2.2630
J-4	1,426	1.8960
J-5	4,342	5.7732
Bldg. K	19,488	25.9113

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

EIGHTH

JAN. 5, 1990

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. F - First Floor:		
F-1	1,232	1.6381
F-2	1,568	2.0848
F-3	1,250	1.6620
F-4	1,250	1.6620
F-5	2,000	2.6592
Bldg. F - Second Floor	7,700	10.1981

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

NINTH  
MARCH 2, 1993

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. F - First Floor:		
F-1	1,232	1.6381
F-2	1,568	2.0848
F-3	1,270	1.6886
F-4	1,270	1.6886
F-5	2,000	2.6592
Bldg. F - Second Floor		
F-6	3,010	4.0021
F-7	422	.5611
F-8	1,245	1.6553
F-9	833	1.1076
F-10	2,150	2.8587

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

TENTH

MARCH 16, 1990

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. II - 1	2,426	3.2257%
II - 2	1,240	1.6487

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

JULY 18, 1990

"EXHIBIT A"SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. K - First Floor:		
K-1	1,309	1.7405
K-2	1,939	2.5781
Bldg. K - Second Floor:		
K-3	3,248	4.3185
Bldg. N	6,496	8.6371
Bldg. P	6,946	8.6371
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage: 100%		

TWELFTH

OCT. 30, 1990

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. K - First Floor:		
K-1	1,309	1.7405
K-2	1,872	2.4890
Bldg. K - Second Floor:		
K-3	1,018	1.3535
K-4	2,297	3.0541

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

THIRTEENTH

Nov. 13, 1990

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. N - First Floor: N-1	3,231	4.2959
Bldg. N- Second Floor: N-2	3,265	4.3412

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%



FOURTEENTH

MAY 22, 1991

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. P - First Floor:		
P-1	2,090	2.7788
P-2	1,133	1,5065
Bldg. P - Second Floor:		
P-3	3,273	4.3518

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

FIFTEENTH

JUNE 14, 1991

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. J - Second Floor:		
J-4	1,542	2.0503
J-5	1,193	1.5862
J-6	1,193	1.5862
J-7	1,840	2.4465

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

SIXTEENTH  
DEC. 17, 1991

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. N - First Floor N-1	3,306	4.3957
Bldg. N - Second Floor N-2	1,932	2.5688
N-3	1,258	1.6726

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

17th

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. M - 1	2,100	2.7923
M - 2	1,500	1.9944

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

18th

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. P - 3	800	1.0637
P - 4	863	1.1475
P - 5	1,610	2.1406

Total Square Footage of all Buildings: 75,210

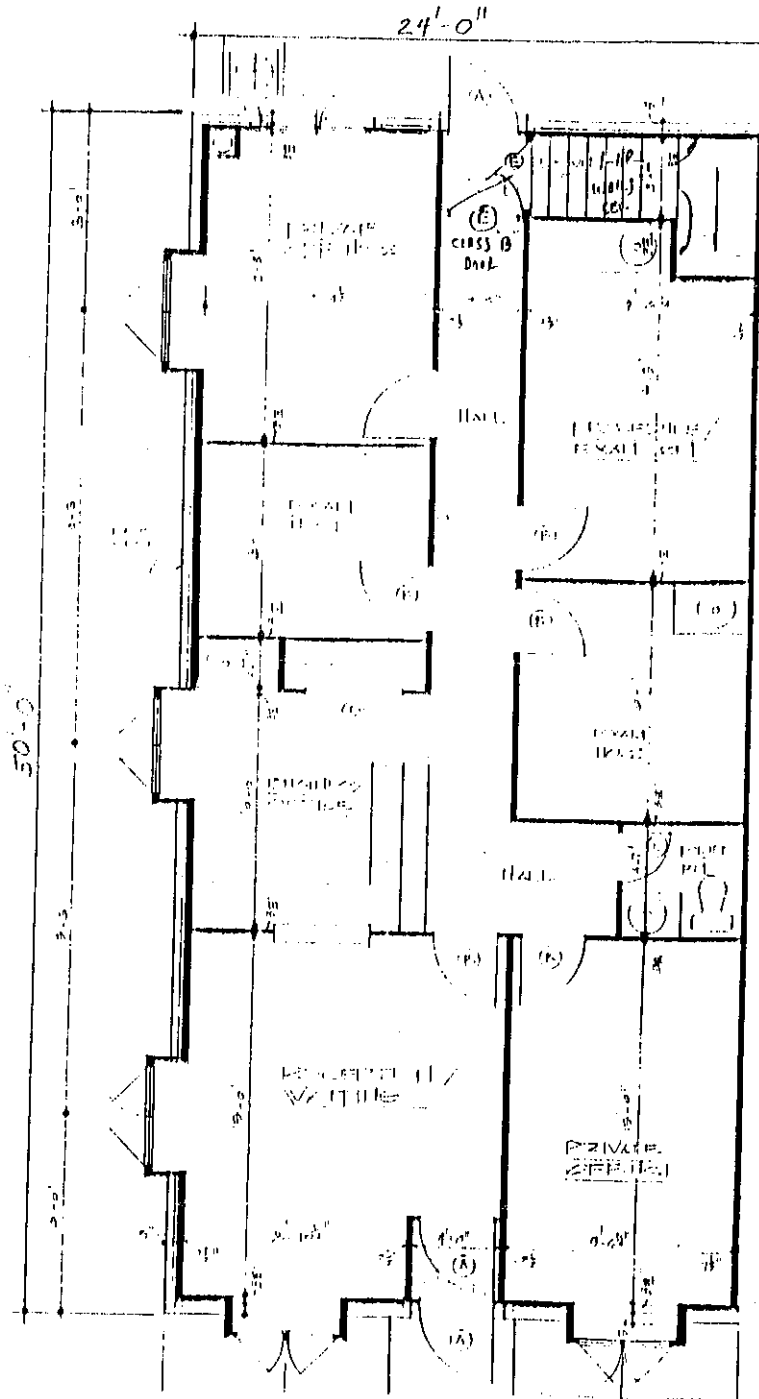
Total Interest Percentage: 100%

Building : D 1

CFT REC 475 PAGE 122

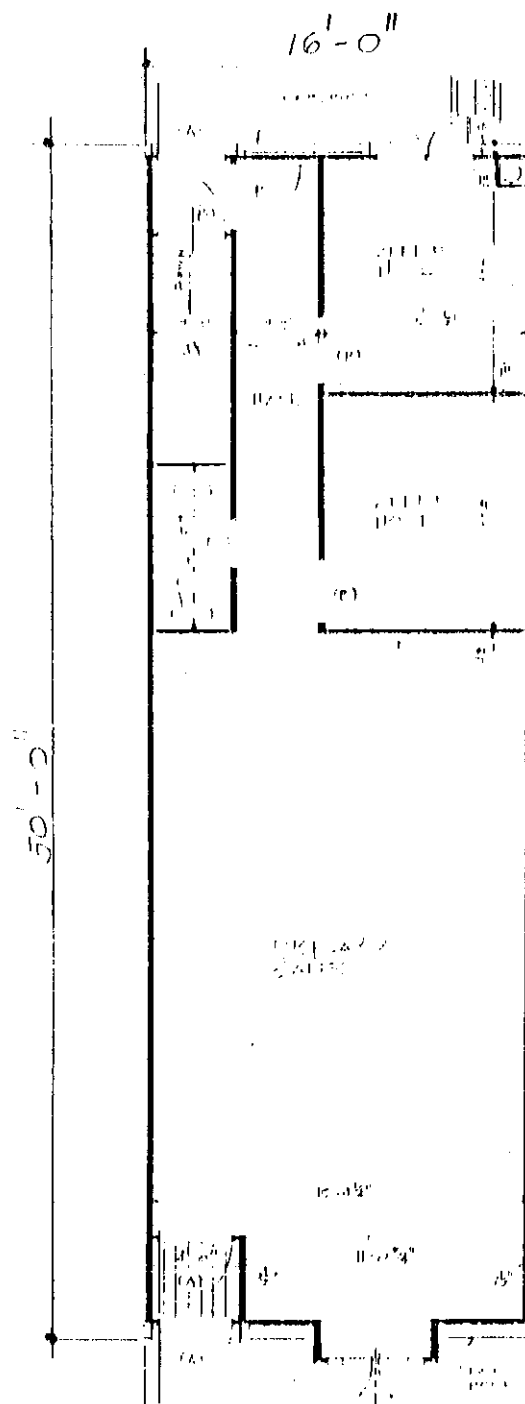
Sq. Ft. 1200

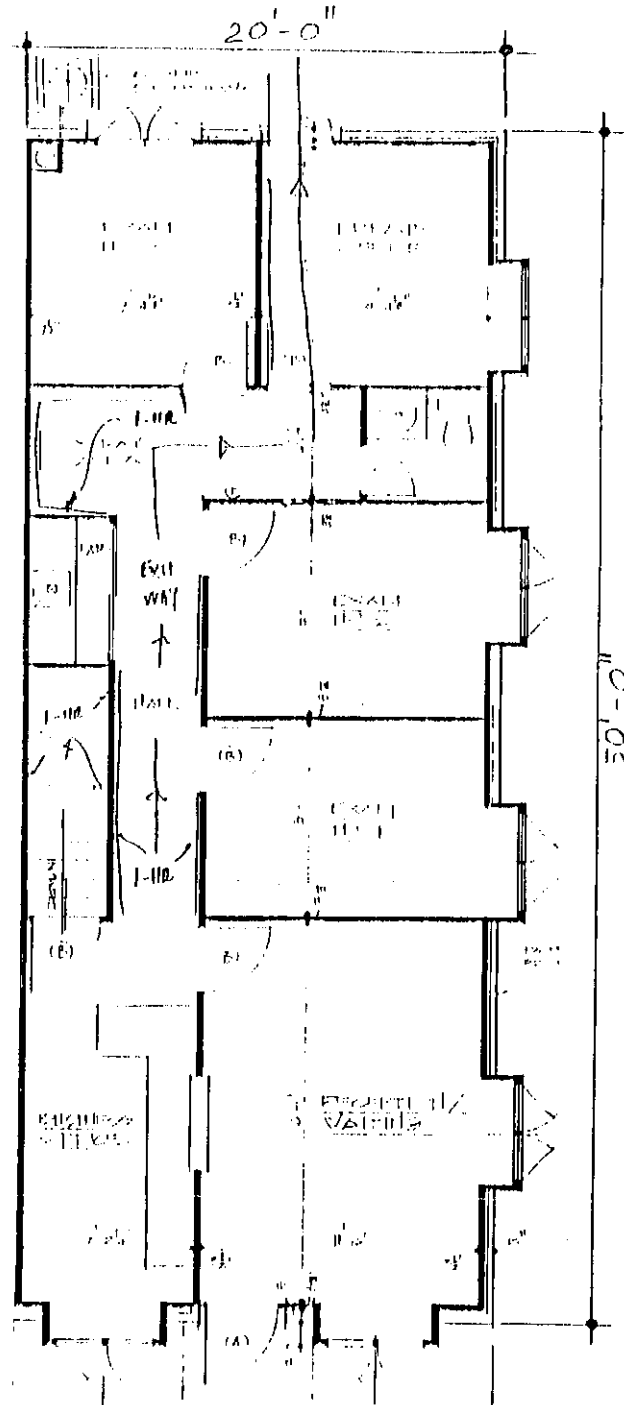
Undivided Interest : 1.5955





Building: D 2 SET REC 475 PAGE 123  
Sq. Ft. 800  
Undivided Interest: 1.0637







74320

RECEIVED FOR RECORD  
AT 1:05 17CLOCK P. M.

JUL 15 1987

WILLIAM E. REPASKY  
Recorder, Mahoning County, Ohio

#22-00

COMPARED  
R. S.SECOND ADDENDUM TO DECLARATION

B-06. C

OF

SOUTH BRIDGE WEST, A CONDOMINIUMBY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FORSOUTH BRIDGE WEST A CONDOMINIUM, IN THETOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

## PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986

Official Record 371, Page 209  
Mahoning County Records

First Addendum to Declaration  
Filed June 9, 1987

Official Record 475, Page 118  
Mahoning County Records

RECORDED IN THE OFFICE OF THE MAHONING COUNTY AUDITOR  
JUL 15 1987  
RECEIVED  
Needs No Fees

1-15-87  
R. Goodman

LAWRENCE J. DAMORE, ATTORNEY AT LAW  
20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44603-1493

THIS INSTRUMENT PREPARED BY:

SECOND ADDENDUM TO DECLARATION

This Second Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 15<sup>th</sup> day of JULY, 1987, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

ARTICLE XV  
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

ARTICLE XIX  
BUILDINGS

Section 1. Maximum Number of Units. There shall be thirteen (13) Buildings in the Condominium, with a maximum of thirty (30) Units.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building C, Units 1, 2 and 3.

Building C, as previously submitted, is now divided into three separate Units (Units 1, 2 and 3). Unit 1 has an area of 1680 square feet; Unit 2 has an area of 1200 square feet; and Unit 3 has an area of 1020 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by Exhibit attached hereto, with the exception of Building C, Units 1, 2 and 3.

ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building C into three units. All other provisions of the Declaration with

copies of the Legal Description and By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 15<sup>th</sup> day of JULY, 1987.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie J. Leonard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Anna Marie Sylvester

AND Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

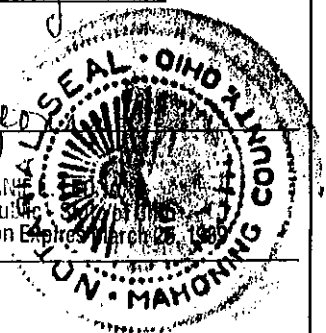
STATE OF OHIO )  
COUNTY OF MAHONING ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 15<sup>th</sup> day of July, 1987.

Melanie J. Leonard  
NOTARY PUBLIC

MELANIE J. LEONARD  
Notary Public  
My Commission Expires March 26, 1990



"EXHIBIT A"SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

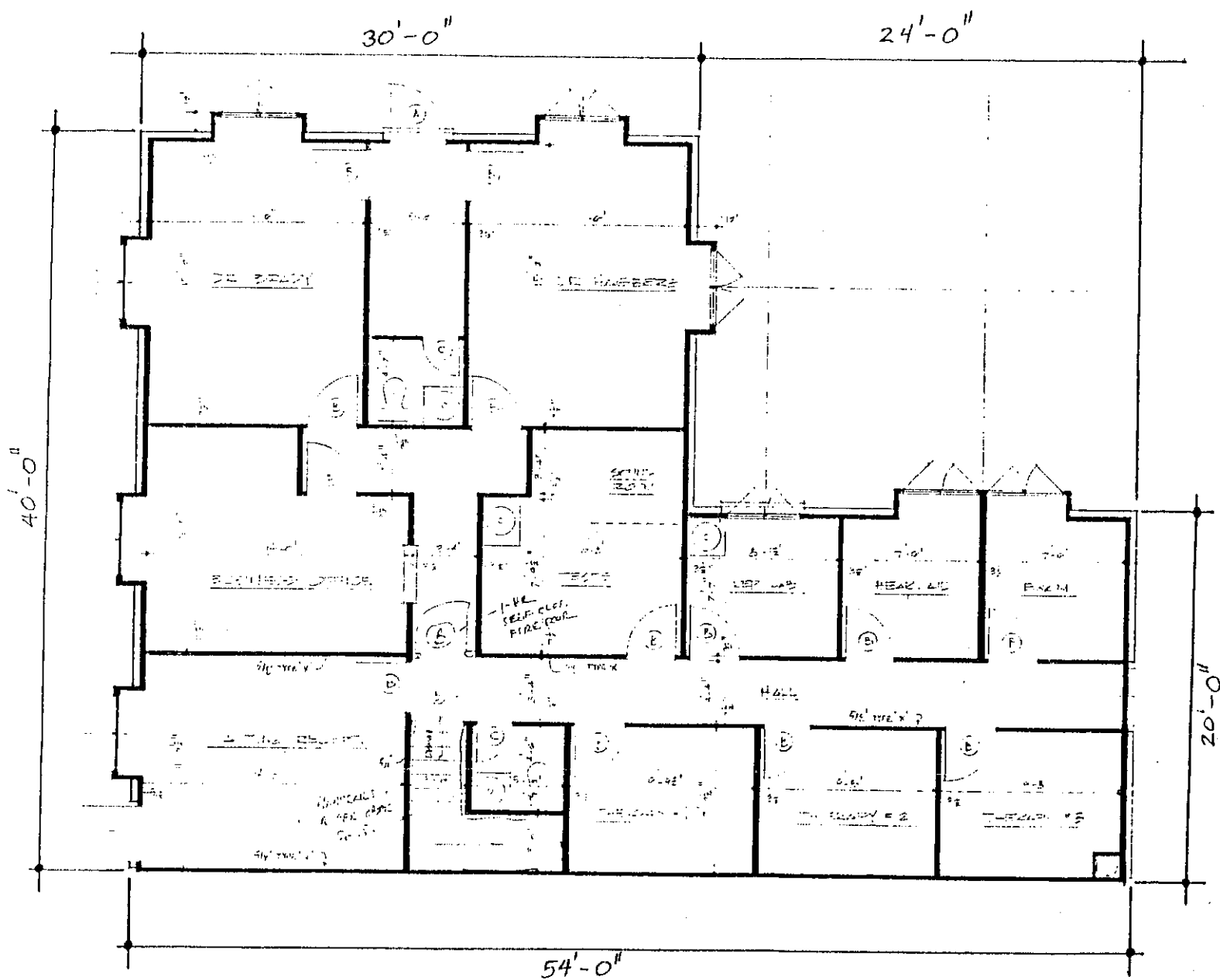
<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. C: 1	1,680	2.2337
2	1,200	1.5955
3	1,020	1.3563

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

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

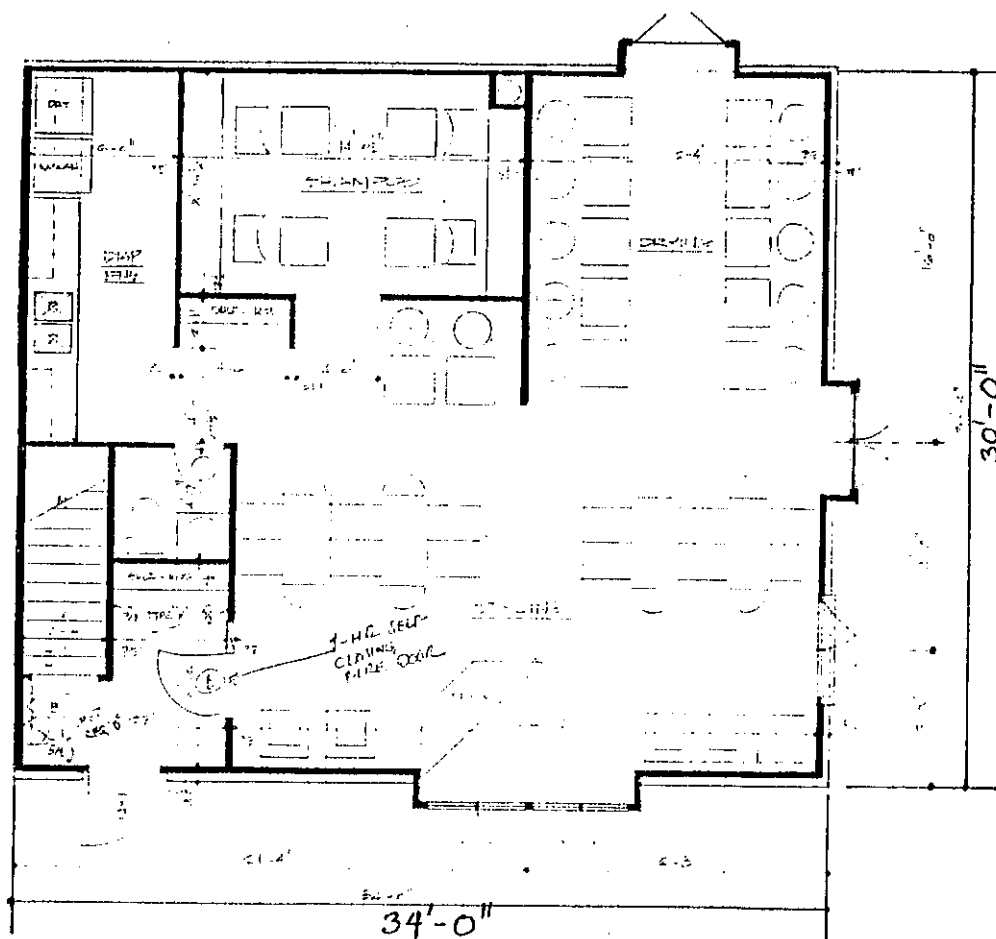
"EXHIBIT A"



Hand-drawn floor plan of a building. The overall dimensions are 30'-0" wide by 40'-0" deep. The plan includes several rooms and a central staircase. Annotations include:

- Top left: "30'-0"
- Bottom center: "40'-0"
- Top right: "1-HL S.C. - CORRIDOR AND DOOR"
- Bottom right: "1-HL S.C. - FIRE RAIL"
- Center: "STAIRS"
- Left side: "10'-0" x 11'-0" LIVING ROOM"
- Right side: "10'-0" x 11'-0" BED ROOM"
- Bottom left: "17'-0"
- Bottom right: "17'-0"
- Bottom center: "40'-0"
- Bottom right: "74'-0"

**Undivided Interest: 1.3563**



87828

THIRD ADDENDUM TO DECLARATION  
BOOK A                      OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

## PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
 Filed December 18, 1986

Official Record 371, Page 209  
 Mahoning County Records

First Addendum to Declaration  
 Filed June 9, 1987

Official Record 475, Page 118  
 Mahoning County Records

Second Addendum to Declaration  
 Filed July 15, 1987

Official Record 497, Page 313  
 Mahoning County Records

RECEIVED FOR RECORD  
 BY 12:30 O'CLOCK P M

DEC 29 1987

WILLIAM E. REPASKY  
 Recorder, Mahoning County, Ohio

19.00

Needs to be trans

R. Jochma

12-29-87

MAHONING COUNTY AUDITOR

THIS INSTRUMENT PREPARED BY:

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



### THIRD ADDENDUM TO DECLARATION

This Third Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the \_\_\_\_\_ day of December, 1987, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

#### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

#### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be thirteen (13) Buildings in the Condominium, with a maximum of thirty (30) Units.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building A, Units 1, 2, 3 and 4.

Building A, as previously submitted, is now divided into four separate Units (Units 1, 2, 3 and 4). Unit 1 has an area of 1500 square feet; Unit 2 has an area of 1500 square feet; Unit 3 has an area of 1720 square feet; and Unit 4 has an area of 1720 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibit attached hereto, with the exception of Building A, Units 1, 2, 3 and 4.

ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building A into four units. All other provisions of the Declaration with copies of the Legal Description and By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22nd day of December, 1987.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie L. Leonard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Anna Marie Sylvester

AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 22nd day of December, 1987.

Melanie L. Leonard  
NOTARY PUBLIC

MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Comm. Expires March 25, 1990

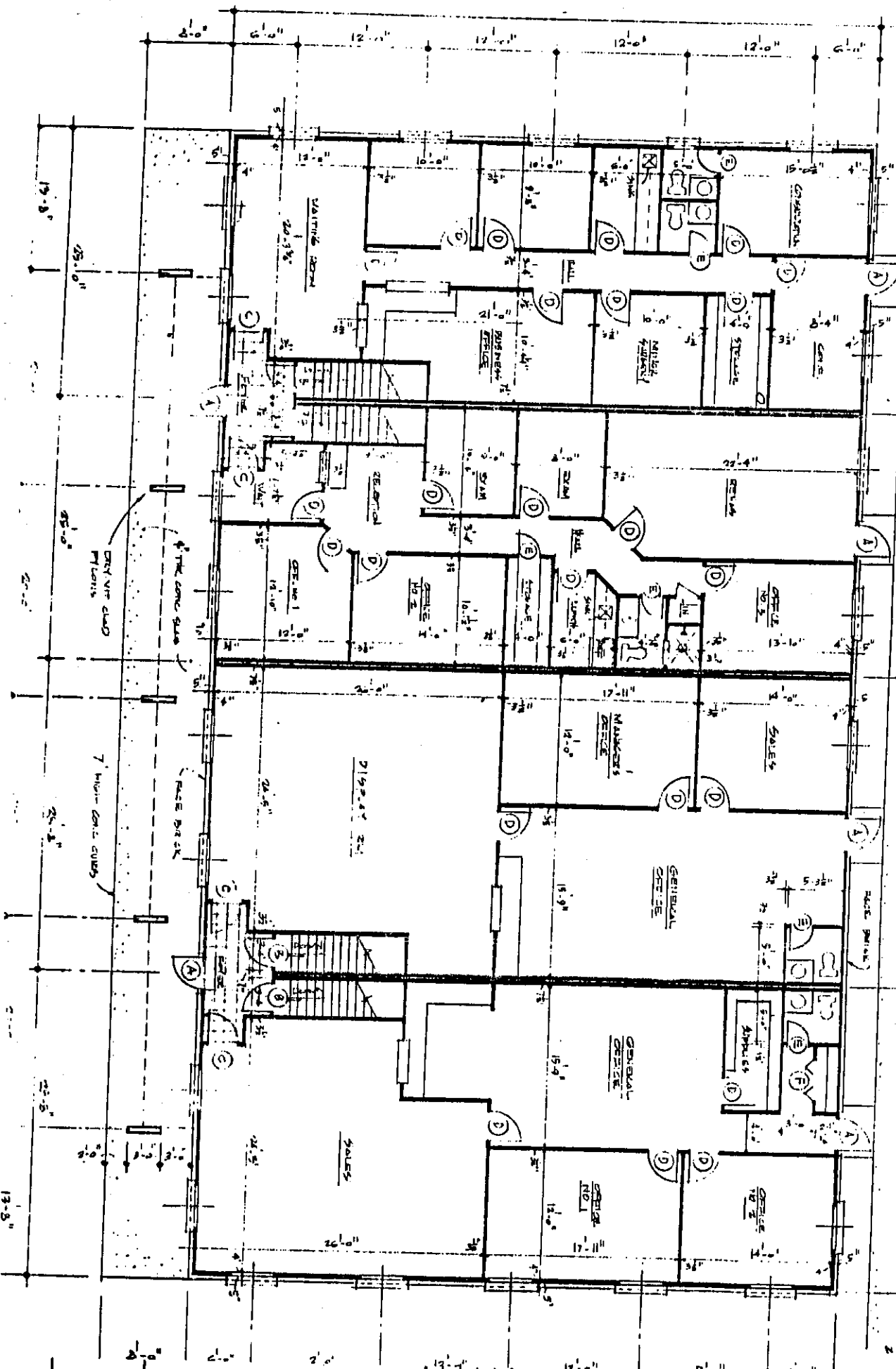
"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. A: 1	1,500	1.9944
2	1,500	1.9944
3	1,720	2.28695
4	1,720	2.28695

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%



A-6

SOUTHCORP EXECUTIVE PARK  
10000 SOUTHCORP EXECUTIVE PARK  
N. 10000 SOUTHCORP EXECUTIVE PARK



JULIUS R. TARESHAWTY - ARCHITECT AIA  
THE OFFICE ARCHITECT  
TOLEDO, OHIO 44115



THIS INSTRUMENT PREPARED BY:

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

This Conveyance has complied with Section 319.202

Fee \$ 10.00 Receipt # 1000

Permissive Tax 1-22-88

Exempt 1-22-88

By George J. Tablack Deputy

GEORGE J. TABLACK, COUNTY AUDITOR

# 89368

FOURTH ADDENDUM TO DECLARATION

RECEIVED FOR RECORD

BLOC. L

OF

AT 9:10 O'CLOCK A. M.

JAN 22 1988

SOUTH BRIDGE WEST, A CONDOMINIUM

WILLIAM E. REPASKY  
Recorder, Mahoning County, Ohio

22.00

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR

SOUTH BRIDGE WEST A CONDOMINIUM, IN THE

TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986

Official Record 371, Page 209  
Mahoning County Records

First Addendum to Declaration  
Filed June 9, 1987

Official Record 475, Page 118  
Mahoning County Records

Second Addendum to Declaration  
Filed July 15, 1987

Official Record 497, Page 313  
Mahoning County Records

Third Addendum to Declaration  
Filed December 29, 1987

Official Record 584, Page 42  
Mahoning County Records

#### FOURTH ADDENDUM TO DECLARATION

This Fourth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 31<sup>st</sup> day of January, 1988, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

#### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

#### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be thirteen (13) Buildings in the Condominium, with a maximum of thirty (30) Units.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building L, Units 1 and 2.

Building L, as previously submitted, is now divided into two separate Units (Units 1 and 2). Unit 1 has an area of 1200 square feet; and Unit 2 has an area of 1200 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibit attached hereto, with the exception of Building L, Units 1 and 2.

#### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building L into two units. All other provisions of the Declaration with

copies of the Legal Description and By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 21<sup>st</sup> day of January, 1988.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie J. Leonard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Susan J. Pritchard

AND Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 21<sup>st</sup> day of January, 1988.

Melanie J. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1989

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. L 1	1,200	1.59555
2	1,200	1.59555

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

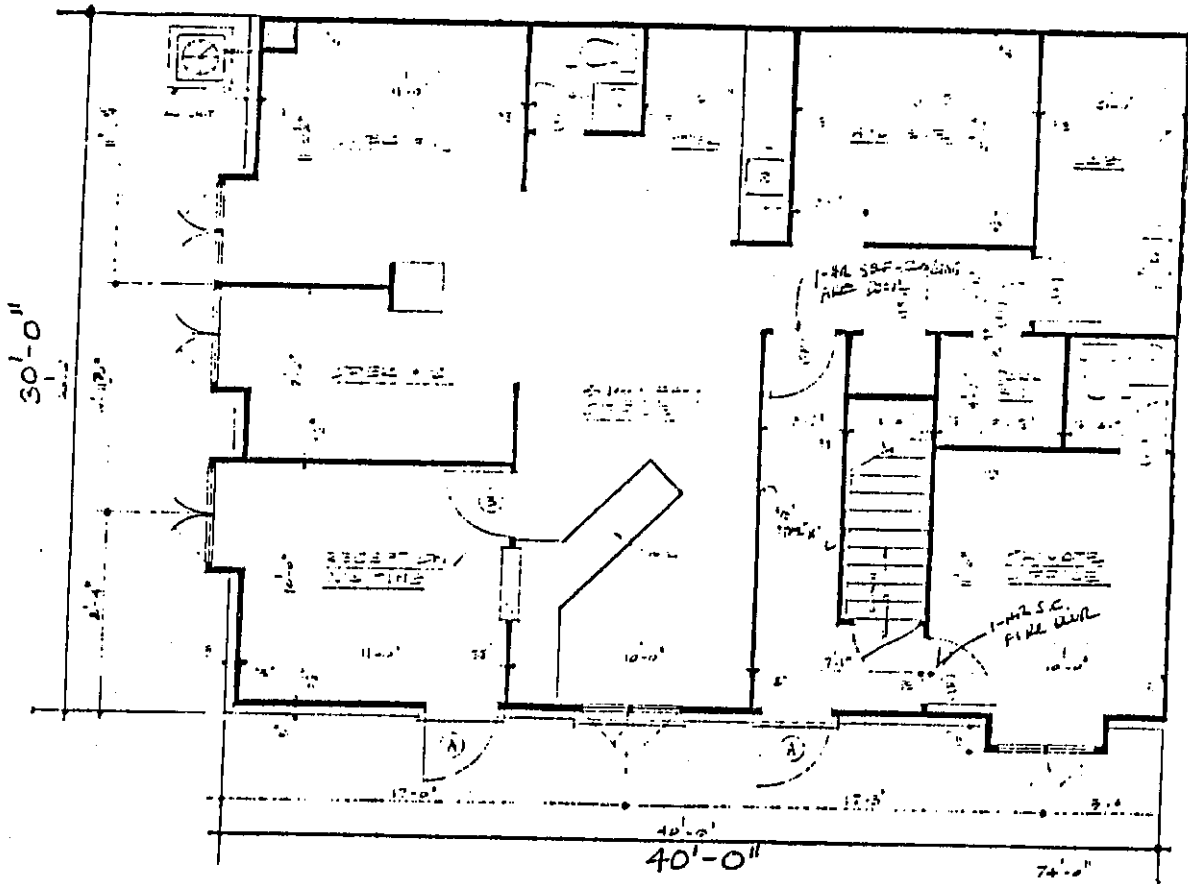


**South  
Bridge  
WEST**

Building : L1

Sq. Ft. 1200

Undivided Interest : 1.59555



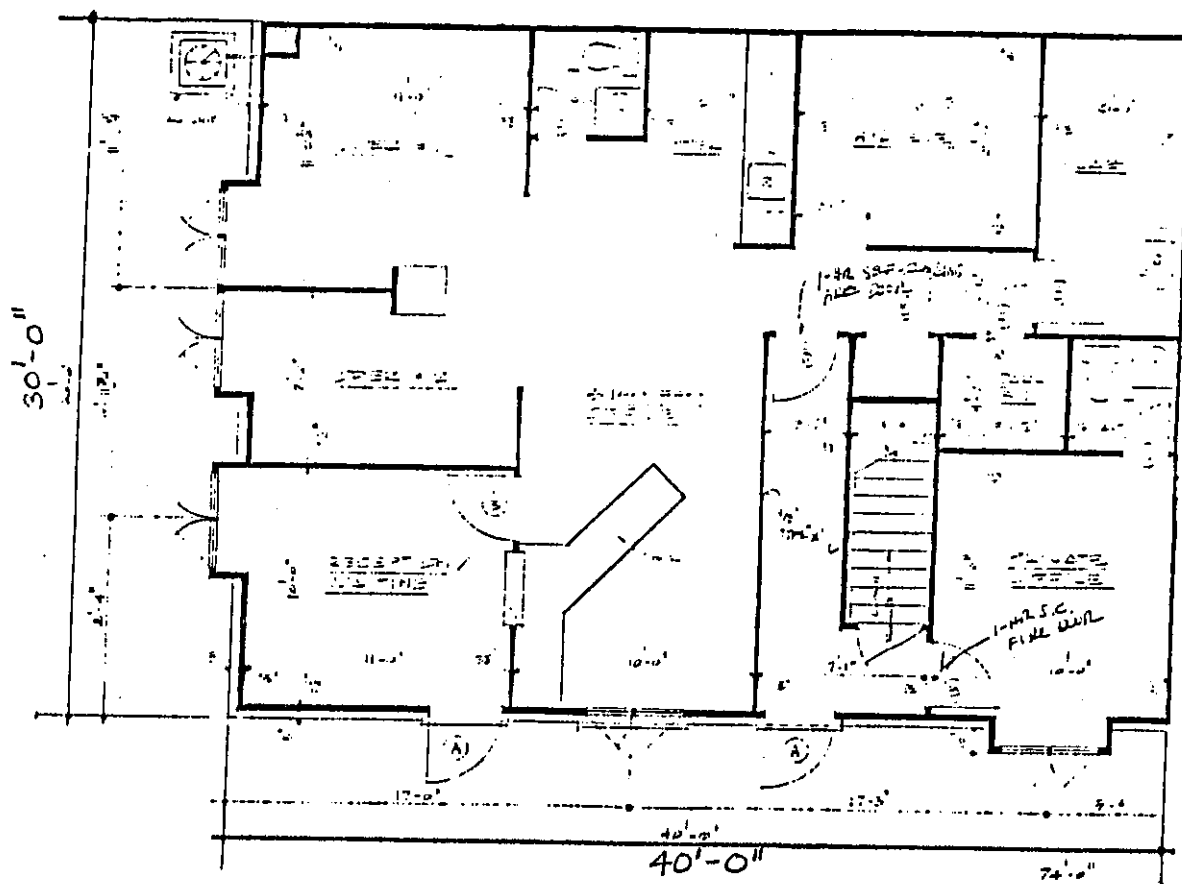
**"EXHIBIT B-1"**

**South  
Q Bridge  
WEST**

Building : L2

Sq. Ft. 1200

Undivided Interest : 1.59555



17277

This Conveyance has complied with Section 319.202

RECEIVED FOR RECORD  
AT 3:37 O'CLOCK P M

FIFTH ADDENDUM

OCT 12 1988

6106 A384,  
H.J.M

Exempt Permissive Tax

WILLIAM E. REPASKY,  
Recorder, Mahoning County, Ohio

\$27.00

COMPARED  
B. Y.

SOUTH BRIDGE WEST, A CONDOMINIUM

By George J. Tarnack Deputy  
GEORGE J. TARNACK, COUNTY AUDITOR

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR

SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986

Official Record 371, Page 209  
Mahoning County Records

First Addendum to Declaration  
Filed June 9, 1987

Official Record 475, Page 118  
Mahoning County Records

Second Addendum to Declaration  
Filed July 15, 1987

Official Record 497, Page 313  
Mahoning County Records

Third Addendum to Declaration  
Filed December 29, 1987

Official Record 584, Page 42  
Mahoning County Records

Fourth Addendum to Declaration  
Filed January 22, 1988

Official Record 594, Page 232  
Mahoning County Records

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

REC'D  
7/4/88  
PAGE 296

FIFTH ADDENDUM TO DECLARATION

This Fifth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 12th day of October, 1988, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

ARTICLE XV  
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

ARTICLE XIX  
BUILDINGS

Section 1. Maximum Number of Units. The original Declaration sets forth that there should not be less than thirteen (13) buildings in the Condominium. Since one (1) Building is being eliminated from the Condominium by this Addendum, there shall be twelve (12) Buildings in the Condominium, with a maximum of thirty (30) Units. (A new plot plan has been submitted.)

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building A, Units 3 and 4, and Building H.

Building A, Units 3 and 4, as previously submitted are now redivided as follows: Unit 3 has an area of 1380 square feet; and Unit 4 has an area of 2060 square feet. This change does not affect the total square footage of Building A as previously submitted.

Building H, as previously submitted, shall be decreased by 1434 square feet. (This 1434 square feet has been added to Building J shown below.) Building H now has 3666 total square footage.

Building I, as previously submitted, shall be eliminated from the Condominium. The square footage of 6000 shall be added to Building J as shown below. (A new plot plan has been submitted.)

Building J, as previously submitted, shall be increased by 1434 square feet from Building H, 6000 square feet from Building I, and shall be further divided by future Addendum. Building J now has 11,434 square footage.

Further, there is a typographical error on the original Declaration. Building M should show 3600 total square footage and not 3000 square footage. The undivided interest percentage is correct as shown.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building A, Units 3 and 4, and Building H.

ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to correct the square footage of Building A, Units 3 and 4, and Buildings H, I and J. All other provisions of the Declaration with copies of the Legal Description and By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12th day of October, 1988.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie J. Leonard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Susan J. Pritchard

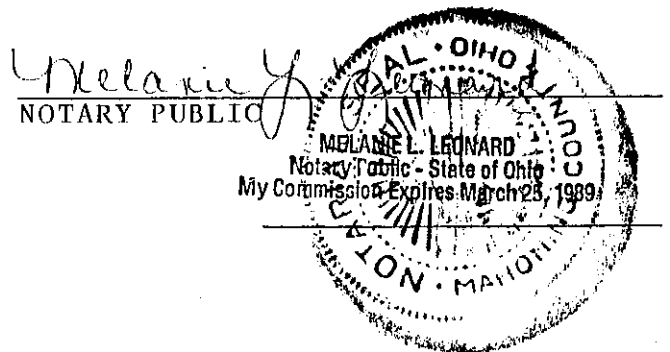
AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

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

STATE OF OHIO                    )  
                                  ) SS:  
COUNTY OF MAHONING            )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 12th day of October, 1988.



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

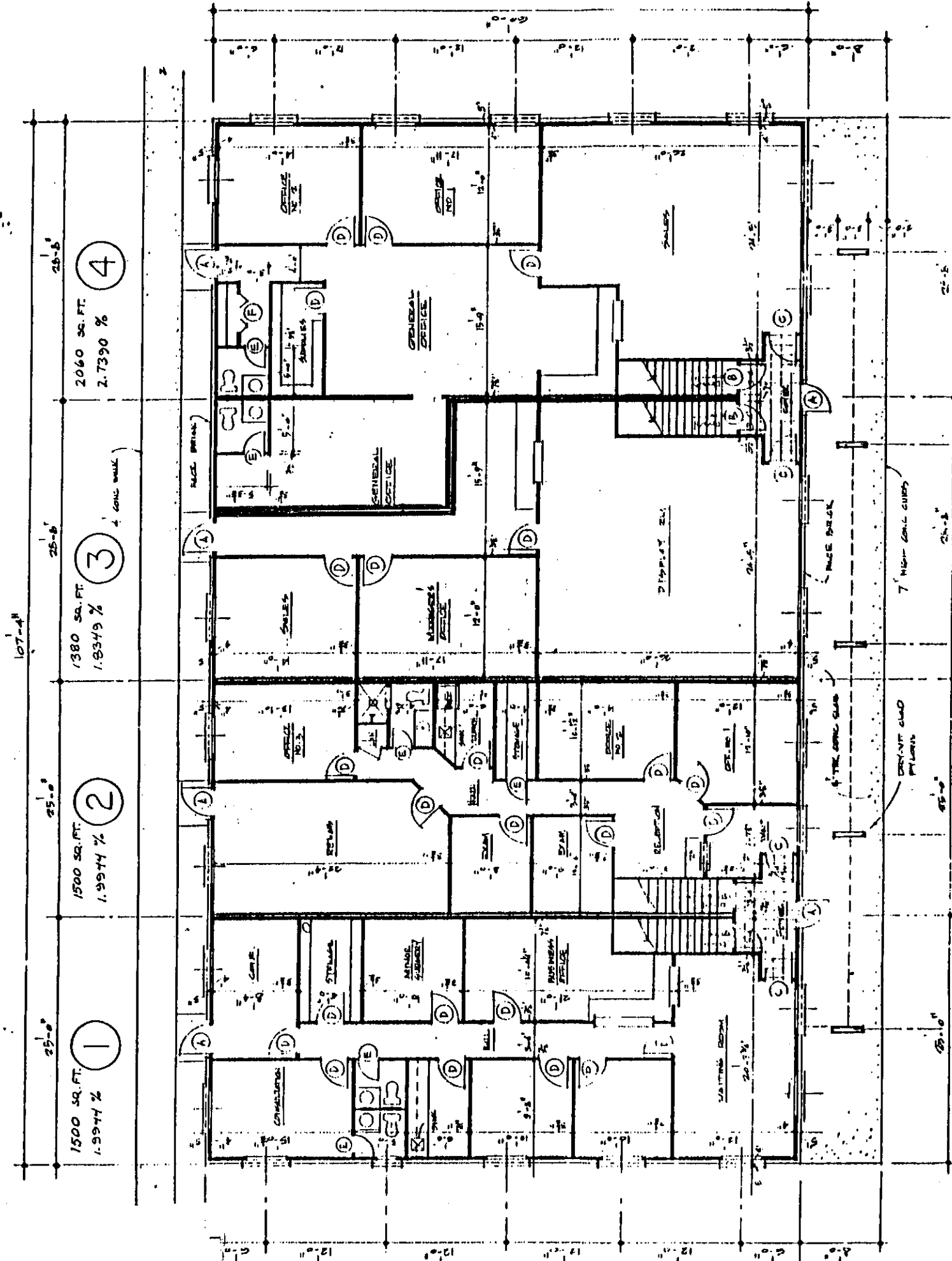
"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. A    3	1,380	1.8349
4	2,060	2.7390
Bldg. H	3,666	4.8744
Bldg. J	11,434	15.2027
Bldg. M	3,600	4.7867

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

BUILDING A, UNITS 1, 2, 3 and 4



H. B. C. 100

NOT TO SCALE

DOOR TYPES  
Scale 1/8" = 1'-0"

SOUTH-PARK EXCC. PARK WEST  
SOUTH-PARK EXCC. PARK WEST  
SOUTH-PARK EXCC. PARK WEST

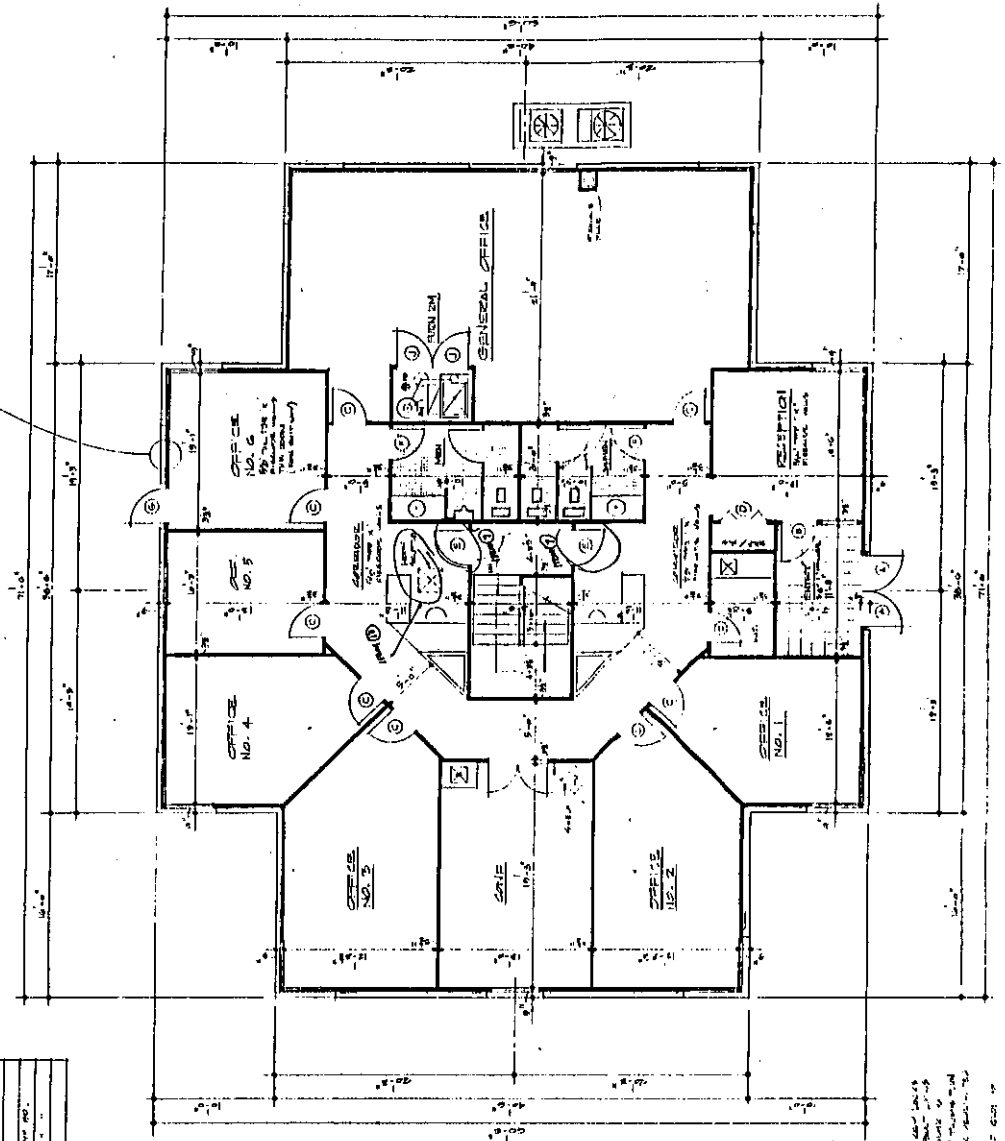
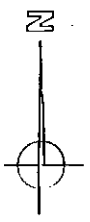
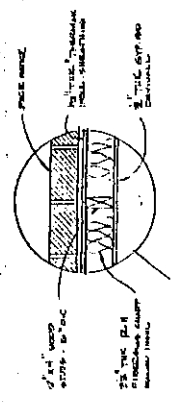


SEAL  
DATE  
SCALE  
PROJECT NO.  
SHEET NO.  
SHEET TOTAL



"EXHIBIT C"

EXTERIOR WALL DETAIL (TYPICAL)  
Scale 1/8" = 1'-0"



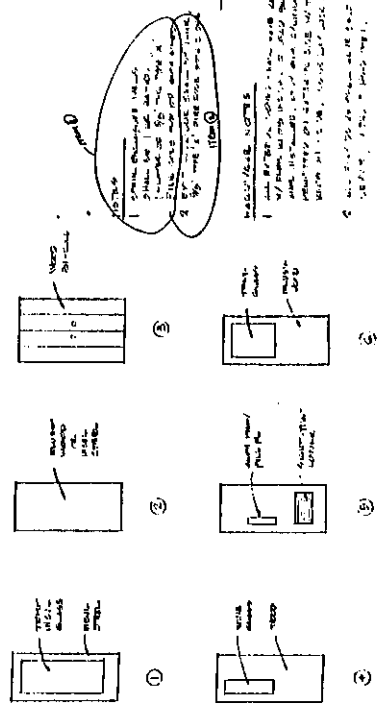
ROOM SCHEDULE

ROOM NAME	ROOM NO.	DATE	STATUS	REMARKS
ENTRY VESTIBULE	001	10/1/54	COMPLETED	
OFFICE NO. 1	002	10/1/54	COMPLETED	
OFFICE NO. 2	003	10/1/54	COMPLETED	
OFFICE NO. 3	004	10/1/54	COMPLETED	
OFFICE NO. 4	005	10/1/54	COMPLETED	
OFFICE NO. 5	006	10/1/54	COMPLETED	
OFFICE NO. 6	007	10/1/54	COMPLETED	
GENERAL OFFICE	008	10/1/54	COMPLETED	
RECEPTION	009	10/1/54	COMPLETED	
STAIRS	010	10/1/54	COMPLETED	

NOTED ON INTERIOR FINISHES  
1. INTERIOR WALLS TO BE 5/8" GYP. BOARD OVER 2x4 STUDS.  
2. INTERIOR CEILING TO BE 5/8" GYP. BOARD OVER 2x4 JOISTS.  
3. INTERIOR FLOORS TO BE 3/4" GYP. BOARD OVER 2x4 JOISTS.  
4. INTERIOR DOORS TO BE 1 3/4" SOLID WOOD.  
5. INTERIOR WINDOWS TO BE 1 3/4" SOLID WOOD.  
6. INTERIOR PARTITIONS TO BE 5/8" GYP. BOARD OVER 2x4 STUDS.  
7. INTERIOR STAIRS TO BE 1 3/4" SOLID WOOD.  
8. INTERIOR HALLS TO BE 5/8" GYP. BOARD OVER 2x4 STUDS.  
9. INTERIOR RESTROOMS TO BE 5/8" GYP. BOARD OVER 2x4 STUDS.  
10. INTERIOR KITCHEN TO BE 5/8" GYP. BOARD OVER 2x4 STUDS.

DOOR SCHEDULE

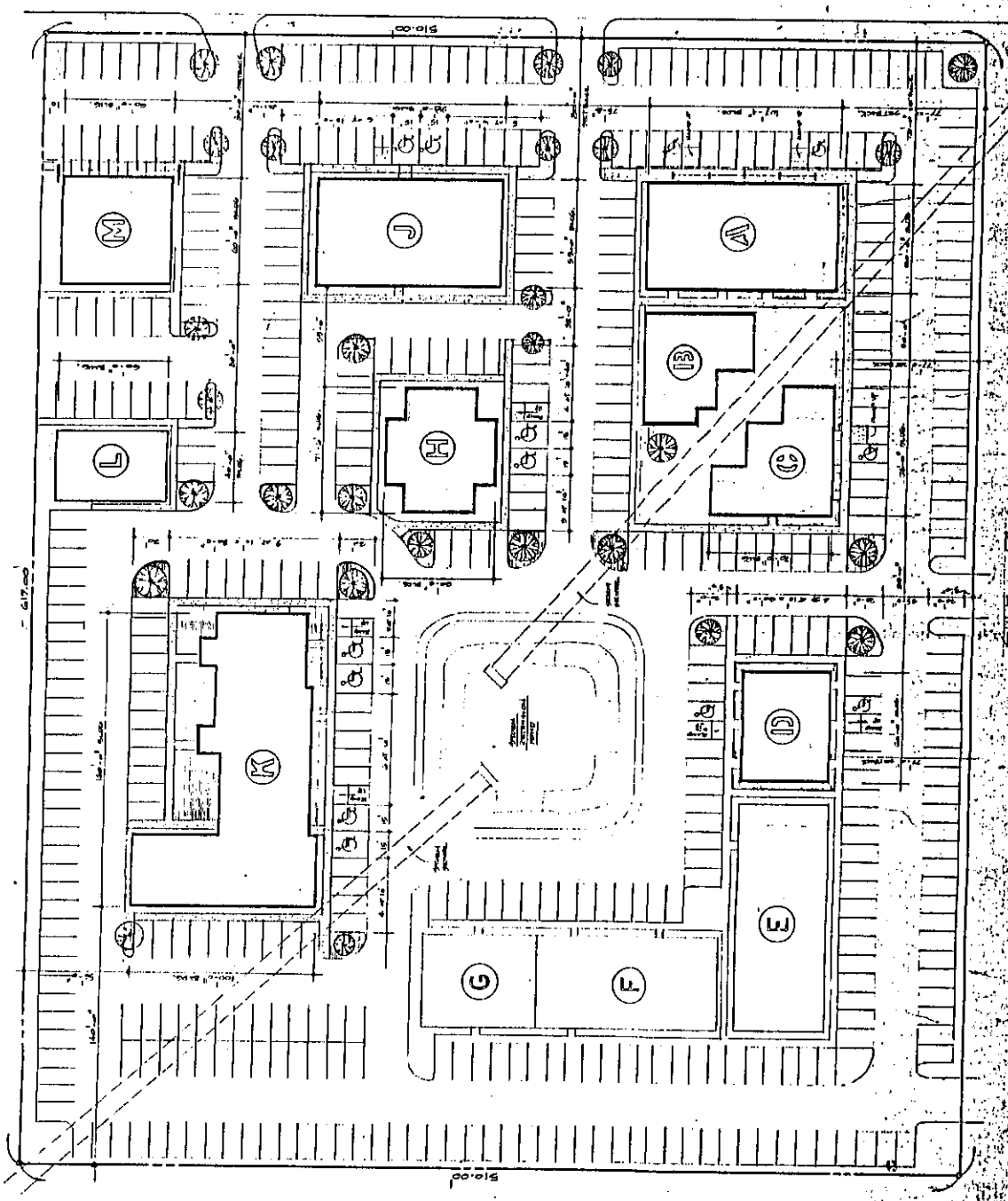
DOOR TYPE	DOOR NO.	DATE	STATUS	REMARKS
1	001	10/1/54	COMPLETED	
2	002	10/1/54	COMPLETED	
3	003	10/1/54	COMPLETED	
4	004	10/1/54	COMPLETED	
5	005	10/1/54	COMPLETED	
6	006	10/1/54	COMPLETED	
7	007	10/1/54	COMPLETED	
8	008	10/1/54	COMPLETED	
9	009	10/1/54	COMPLETED	
10	010	10/1/54	COMPLETED	



# SOUTHBIDGE EXECUTIVE PARK WEST

ROUTE 224, BOARDMAN - CANFIELD ROAD, BOARDMAN TOWNSHIP, OHIO

"EXHIBIT D"



SOUTHBIDGE EXEC. PARK WEST  
STATE ROUTE 224, BOARDMAN - CANFIELD RD.  
BOARDMAN TOWNSHIP, OHIO



JULIUS R. TARESHAW  
2233 GLENDALE AVENUE  
YOUNGSTOWN, OHIO 44118  
ARCHITECT AIA



8866

Recorded  
Apr. 28, 1989SIXTH ADDENDUM TO DECLARATION

BLOG. B

OFSOUTH BRIDGE WEST, A CONDOMINIUMBY; JOSEPH SYLVESTER CONSTRUCTION CO., INC., ANDVIRGINIA PICHETTE AND DAVID PICHETTE FORSOUTH BRIDGE WEST A CONDOMINIUM, IN THETOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. RAPASKY, Recorder

Dated: \_\_\_\_\_

By: \_\_\_\_\_

## PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986

Official Record 731, Page 209  
Mahoning County Records

First Addendum to Declaration  
Filed June 9, 1987

Official Record 475, Page 118  
Mahoning County Records

Second Addendum to Declaration  
Filed July 15, 1987

Official Record 497, Page 313  
Mahoning County Records

Third Addendum to Declaration  
Filed December 29, 1987

Official Record 584, Page 42  
Mahoning County Records

Fourth Addendum to Declaration  
Filed January 22, 1988

Official Record 594, Page 232  
Mahoning County Records

Fifth Addendum to Declaration  
Filed October 19, 1988

Official Record 741, Page 296  
Mahoning County Records

FLECK, MOSTOV,  
& SCHWARTZ

ATTORNEYS AT LAW  
1100 WICK BUILDING  
YOUNGSTOWN, OHIO  
44503-1475

AREA CODE 216  
TELEPHONE 743-3344

## SIXTH ADDENDUM TO DECLARATION

This Sixth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 5<sup>TH</sup> day of APRIL, 1989 pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easement for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be thirteen (13) Buildings in the Condominium, with a maximum of thirty (30) Units.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building B, Units 1 and 2.

Building B, as previously submitted, is now divided into two separate Units (Unit 1 and 2). Unit 1 has an area of 1200 square feet; and Unit 2 has an area of ~~1200~~ <sup>1820</sup> square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibit attached hereto, with the exception of Building B, Units 1 and 2.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building B into two units. All other provisions of the Declaration with copies of the Legal Description and By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

2

STATE OF OHIO                    )  
                                      )SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named Virginia Pichette and David Pichette, individuals, who acknowledged that they did sign the foregoing instrument and that same is their free act individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio this 5<sup>th</sup> day of APRIL, 1989.

Melanie L. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

FLECK, MOSTOV,  
& SCHWARTZ

ATTORNEYS AT LAW  
1100 WICK BUILDING  
YOUNGSTOWN, OHIO  
44503-1475

AREA CODE 216  
TELEPHONE 743-3344

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

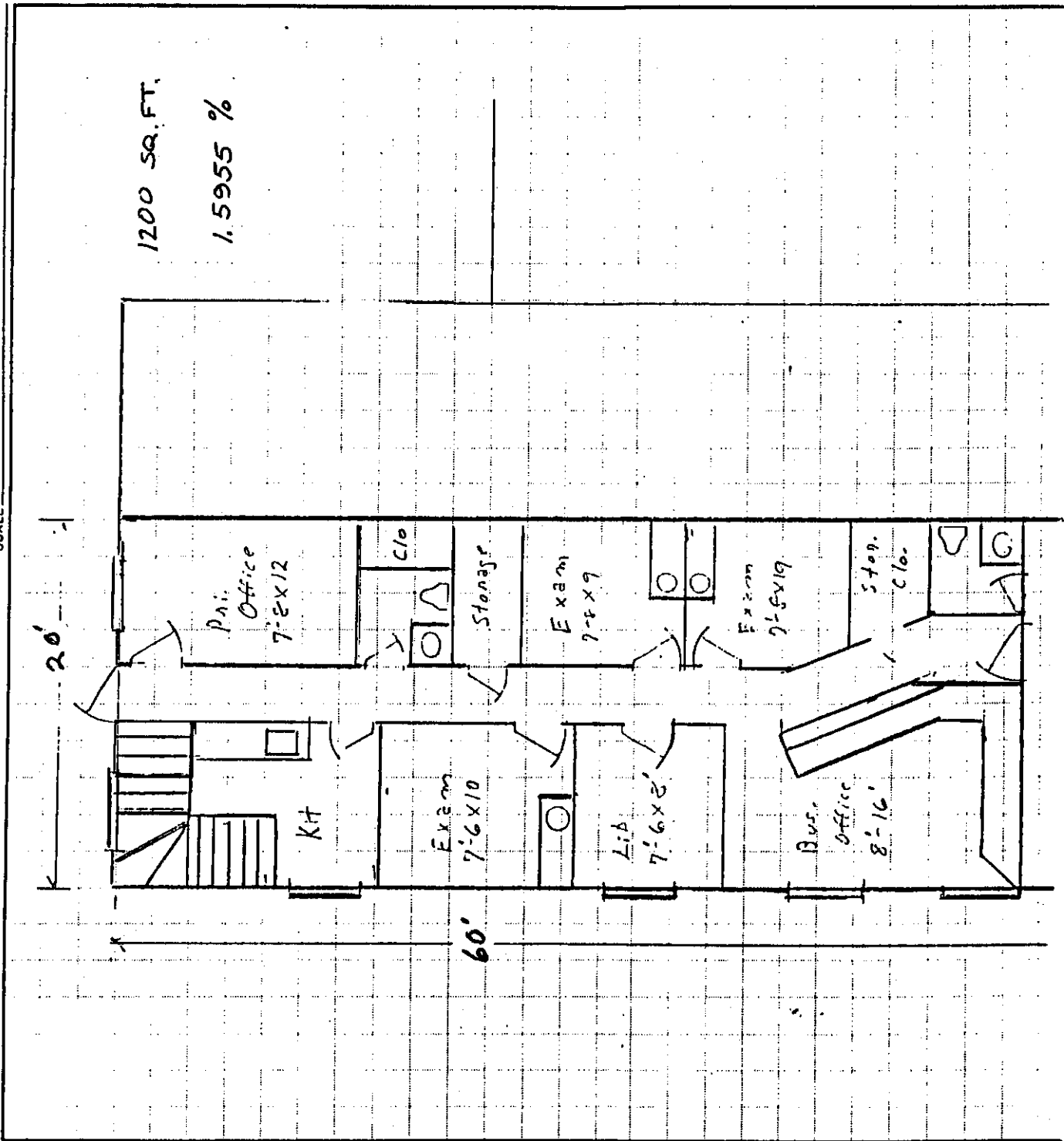
<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. B - 1	1,200	1.5955
B - 2	1,820	2.4199

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

JOSEPH SYLVESTER  
CONSTR. CO., INC.  
7087 West Blvd. Suite #10  
YOUNGSTOWN, OHIO 44512  
(216) 758-4277

JOB 122. Piche He  
SHEET NO. 5 Bld - B1 OF       
CALCULATED BY      DATE       
CHECKED BY      DATE       
SCALE     





JOSEPH SYLVESTER  
CONSTR. CO., INC.  
7087 West Blvd. Suite #10  
YOUNGSTOWN, OHIO 44512  
(216) 758-4277

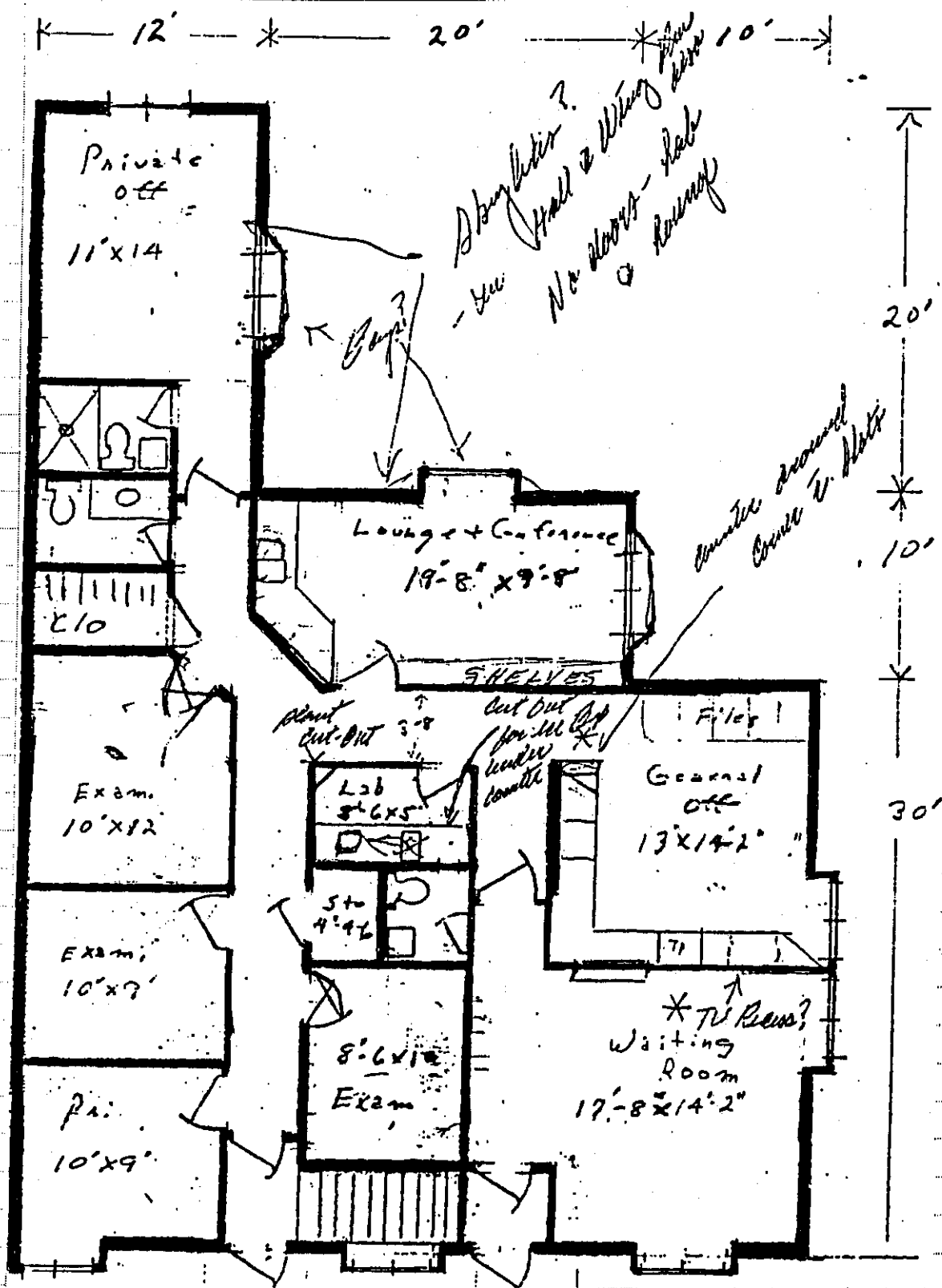
JOB SOUTH BRIDGE WEST B 2

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_

CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE 1820 SQ. FT. 2.4199%



# 18846

SEVENTH ADDENDUM TO DECLARATION

BLOG G &amp; J

OF

SOUTH BRIDGE WEST, A CONDOMINIUMBY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FORSOUTH BRIDGE WEST A CONDOMINIUM, IN THETOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

## PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986

Official Record 371, Page 209  
Mahoning County Records

First Addendum to Declaration  
Filed June 9, 1987

Official Record 475, Page 118  
Mahoning County Records

Second Addendum to Declaration  
Filed July 15, 1987

Official Record 497, Page 313  
Mahoning County Records

Third Addendum to Declaration  
Filed December 29, 1987

Official Record 584, Page 42  
Mahoning County Records

Fourth Addendum to Declaration  
Filed January 22, 1988

Official Record 594, Page 232  
Mahoning County Records

Fifth Addendum to Declaration  
Filed October 19, 1988

Official Record 741, Page 296  
Mahoning County Records

Sixth Addendum to Declaration  
Filed April 28, 1989

Official Record 846, Page 110  
Mahoning County Records

RECEIVED FOR RECORD  
AT 1:21 O'CLOCK P M

AUG 23 1989

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio

\$ 37.00

This Conveyance has complied with Section 319.20  
Fee \$ Needs No Fees Receipt # \_\_\_\_\_

Permissive Tax \_\_\_\_\_

Exempt \_\_\_\_\_

Date 8-23-89  
By R. Jochman Deputy  
GEORGE J. TABLACK, COUNTY AUDITOR

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

## SEVENTH ADDENDUM TO DECLARATION

This Seventh Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 16<sup>th</sup> day of August, 1989, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. The original Declaration sets forth that there should not be less than thirteen (13) buildings in the Condominium. Since one (1) Building has been previously eliminated, and another Building is being eliminated from the Condominium by this Addendum, there shall be eleven (11) Buildings in the Condominium, with a maximum of thirty (30) Units. (A new plot plan has been submitted.)

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building G; and Building J, Units 1, 2, 3, 4 and 5.

Building G, as previously submitted, shall be decreased by 1,400 square feet. (This 1,400 square feet has been added to Building K shown below.) Building G now has 3,400 total square footage.

Building J, as previously submitted, shall be decreased by 138 square feet. (This 138 square feet has been added to Building K shown below.) Building J now has 11,296 total square footage. FURTHER, Building J shall now be divided into five (5) separate Units (Units 1, 2, 3, 4 and 5). Unit 1 has an area of 1,426 square feet; Unit 2 has an area of 2,400 square feet; Unit 3 has an area of 1,702 square feet; Unit 4 has an area of 1,426 square feet; and Unit 5 has an area of 4,342 square feet.

Building E, as previously submitted, shall be eliminated from the Condominium. The square footage of 6,350 shall be added to other Buildings as follows: 5,800 square feet to Building F, and 550 square feet to Building K, as shown below. (A new plot plan has been submitted.)

Building F, as previously submitted, shall be increased by 5,800 square feet. (This 5,800 square feet was taken from Building E shown above.) Building F now has 15,000 total square footage, and shall be divided by future Addendum, if necessary.

Building K, as previously submitted, shall be increased by 550 square feet from Building E; 1,400 square feet from Building G; and 138 square feet from Building J. Building K now has 19,488 square footage, and shall be divided by future Addendum.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building G, and Building J, Units 1, 2, 3, 4 and 5.

ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to correct the square footage of Building E, F, G, J, Units 1, 2, 3, 4 and 5, and Building K. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 16<sup>th</sup> day of August, 1989.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie G. Leonard

BY:

Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Susan J. Pritchard

AND

Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. F	15,000	19.9442
Bldg. G	3,400	4.5207
Bldg. J-1	1,426	1.8960
J-2	2,400	3.1911
J-3	1,702	2.2630
J-4	1,426	1.8960
J-5	4,342	5.7732
Bldg. K	19,488	25.9113

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF MAHONING            )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

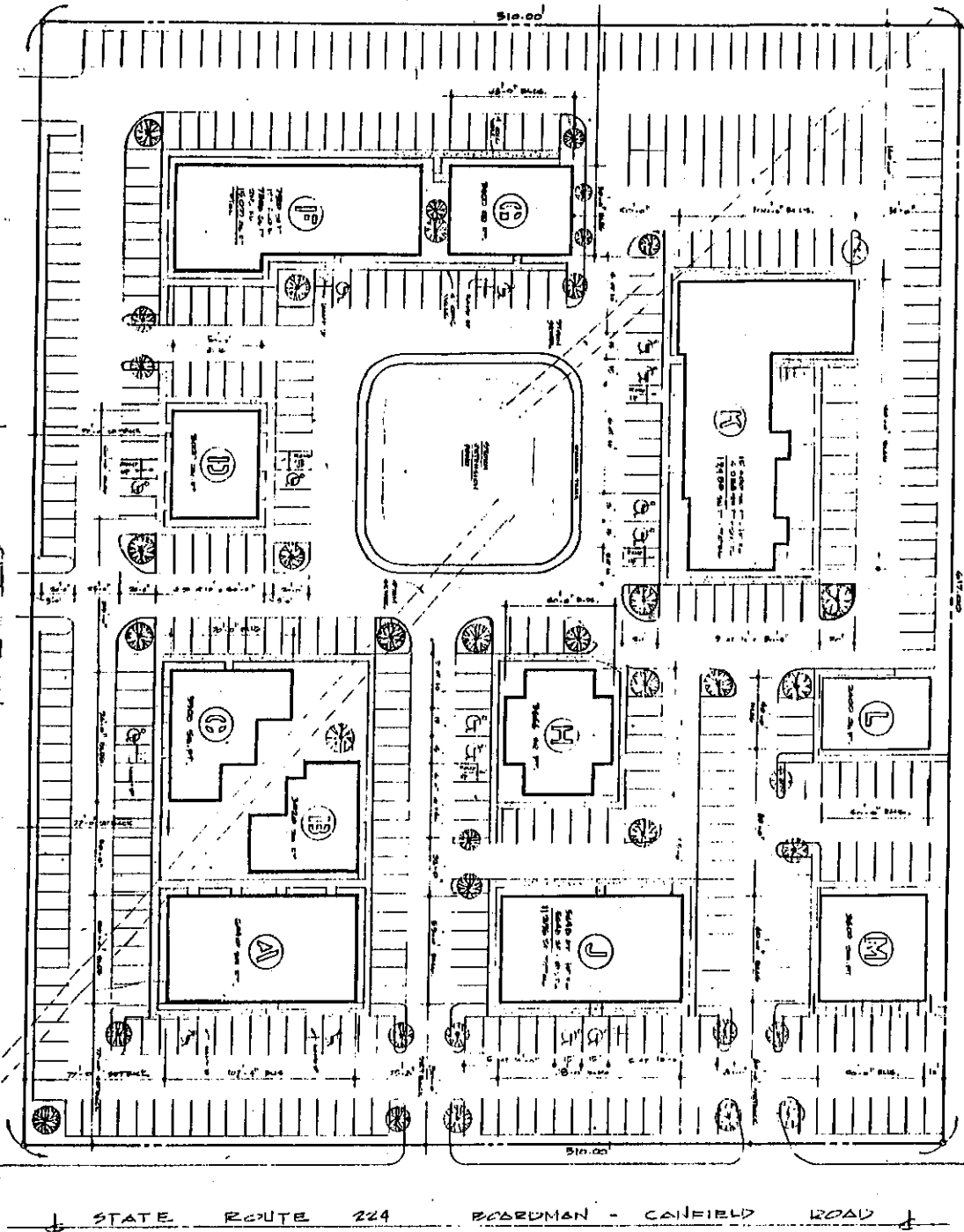
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 16<sup>th</sup> day of August, 1989.

Melanie L. Leonard.  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

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

# SOUTHBRIIDGE EXECUTIVE PARK WEST

ROUTE 224, BOARDMAN - CANFIELD ROAD, BOARDMAN TOWNSHIP, OHIO



SITE PLAN

JOHN SWANBERG  
ARCHITECTURE CO.  
DESIGNER

CERTIFICATE OF ADOPTION  
I, JULIUS R. TRESHAWTY, ARCHITECT  
DO hereby certify that the  
above described plan and  
specifications for the  
proposed building and  
parking lots are in  
accordance with the  
requirements of the  
Ohio Revised Code, and  
that the same have been  
approved by me.

CERTIFICATE OF ADOPTION  
FILED ON THIS  
DAY OF  
1987

NAMING COUNTY AUDITOR

CERTIFICATE OF RECORDING  
RECORDED IN VOL. 100, PAGE 100  
RECORDED IN VOL. 100, PAGE 100  
RECORDED IN VOL. 100, PAGE 100

MAKING COUNTY RECORDS

THE STATE OF OHIO  
COUNTY OF CUYAHOGA



CERTIFICATE OF SUBMITTER  
I, JOHN SWANBERG, ARCHITECT  
DO hereby certify that the  
above described plan and  
specifications for the  
proposed building and  
parking lots are in  
accordance with the  
requirements of the  
Ohio Revised Code, and  
that the same have been  
approved by me.

JOHN SWANBERG

"EXHIBIT B"

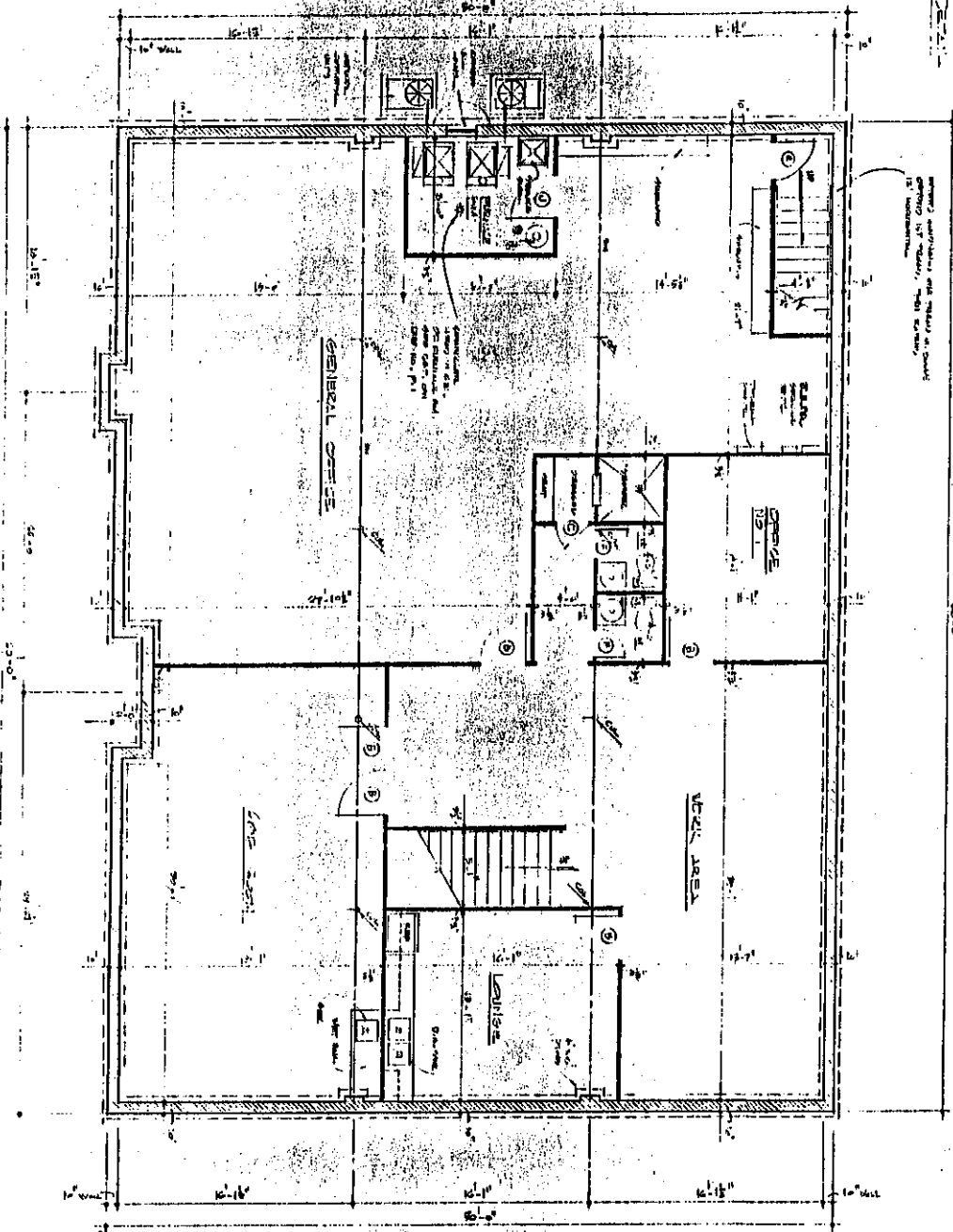
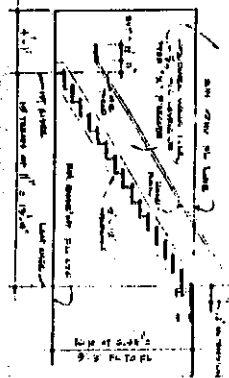


JULIUS R. TRESHAWTY • ARCHITECT AIA  
710 OLIVE ST. AVENUE  
YOUNGSTOWN, OHIO 44615



SOUTHBRIIDGE EXEC. PARK WEST  
STATE ROUTE 224, BOARDMAN-CANFIELD RD.  
BOARDMAN TOWNSHIP, OHIO

A-1

[illegible][illegible]

150000 NOTON CEMENT CO.,  
BLDG. 6

BUILDING G  
"EXHIBIT C-1"

BASMENT

## FOUNDATION PLAN

1997



**JULIUS R. TARESHAWTY • ARCHITECT AIA**  
725 CEDAR ST. AVENUE YOUNGSTOWN, OHIO 44112



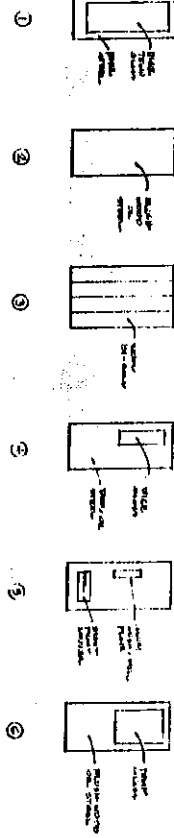




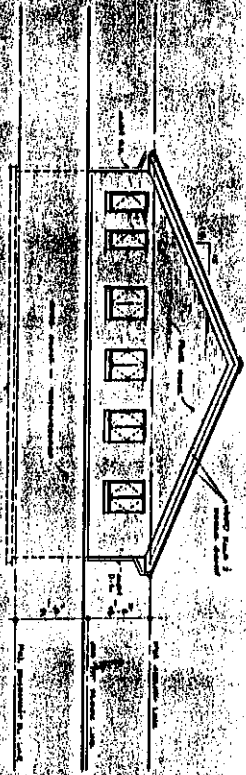
# DOOR

# SCHEDULE

Door	Type	Frame	Size	Material	Finish	Notes
1	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
2	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
3	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
4	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
5	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
6	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
7	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
8	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
9	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
10	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
11	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
12	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
13	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
14	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
15	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
16	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
17	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
18	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
19	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	
20	6'-0" x 8'-0" (18')	Steel	8'-0" x 8'-0"	Steel	Paint	



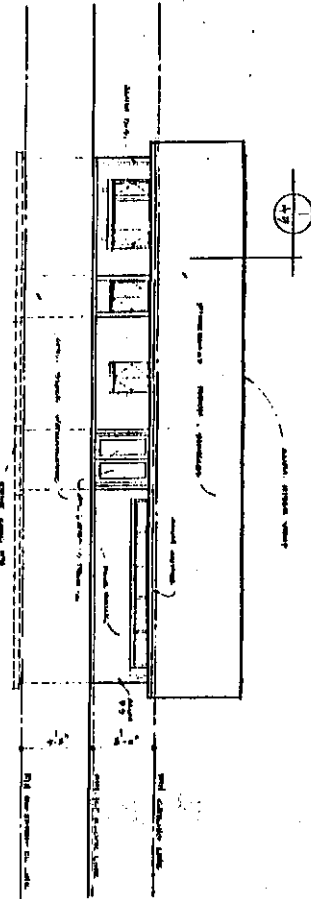
DOOR TYPES  
Scale: 1/8" = 1'-0"



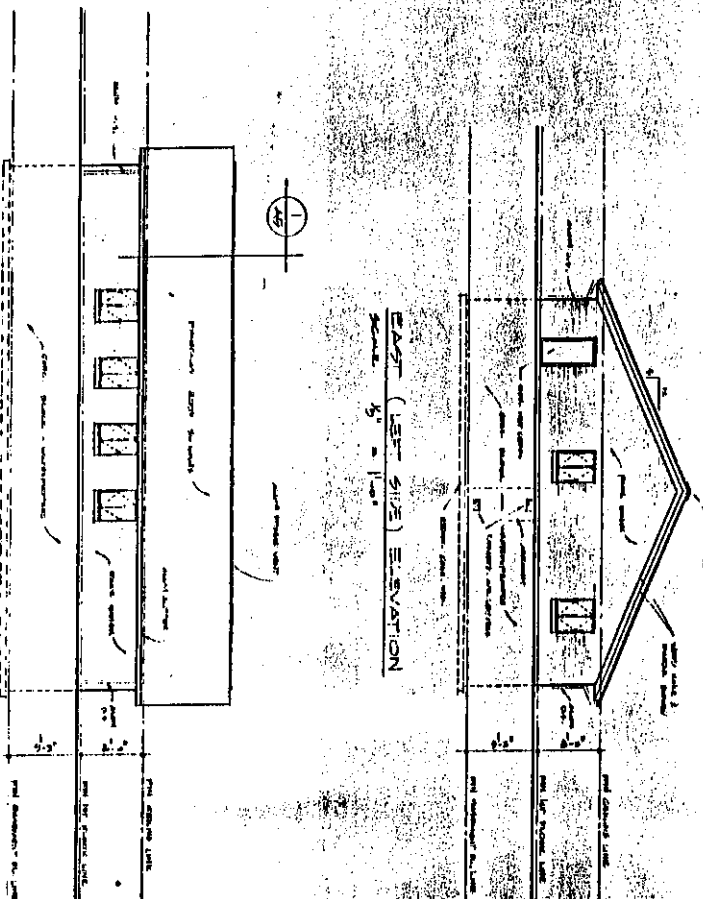
WEST (LEFT) SIDE ELEVATION  
Scale: 1/8" = 1'-0"

Notes:  
1. All doors shall be solid wood.  
2. All doors shall be solid wood.  
3. All doors shall be solid wood.  
4. All doors shall be solid wood.  
5. All doors shall be solid wood.  
6. All doors shall be solid wood.  
7. All doors shall be solid wood.  
8. All doors shall be solid wood.  
9. All doors shall be solid wood.  
10. All doors shall be solid wood.  
11. All doors shall be solid wood.  
12. All doors shall be solid wood.  
13. All doors shall be solid wood.  
14. All doors shall be solid wood.  
15. All doors shall be solid wood.  
16. All doors shall be solid wood.  
17. All doors shall be solid wood.  
18. All doors shall be solid wood.  
19. All doors shall be solid wood.  
20. All doors shall be solid wood.

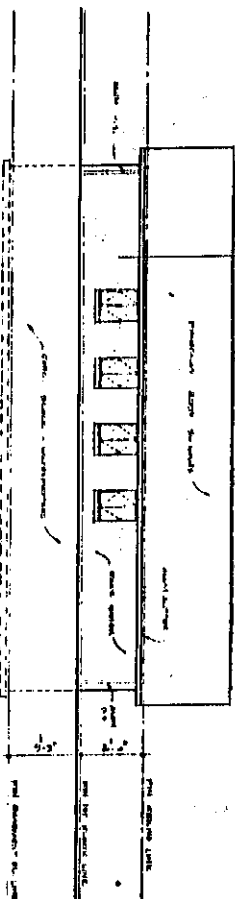
NORTH (FRONT) ELEVATION  
Scale: 1/8" = 1'-0"



EAST (RIGHT) SIDE ELEVATION  
Scale: 1/8" = 1'-0"



SOUTH (REAR) ELEVATION  
Scale: 1/8" = 1'-0"



BUILDING G

"EXHIBIT C-3"

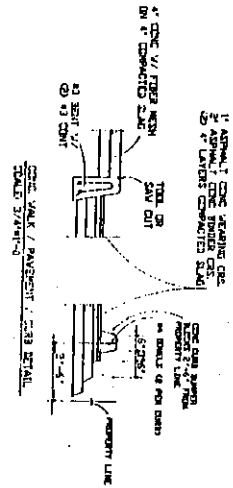


JULIUS R. TARESHAWTY • ARCHITECT AIA  
THE OLDEN & HYMAN  
YOUNGSTOWN, OHIO 44133

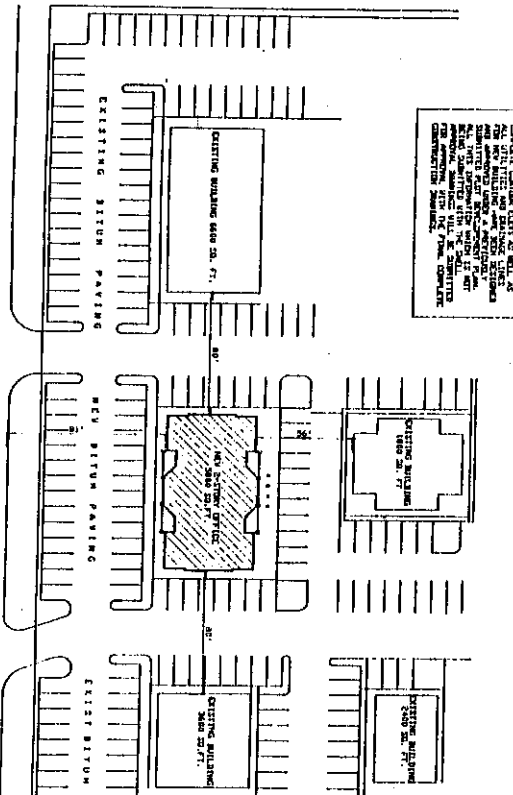


SOUTHBIDGE EXEC. PARK WEST  
STATE ROUTE 324, BORDMAN-CAMPBELL RD.  
P.O. BOX 100, BORDMAN, OHIO

A-1

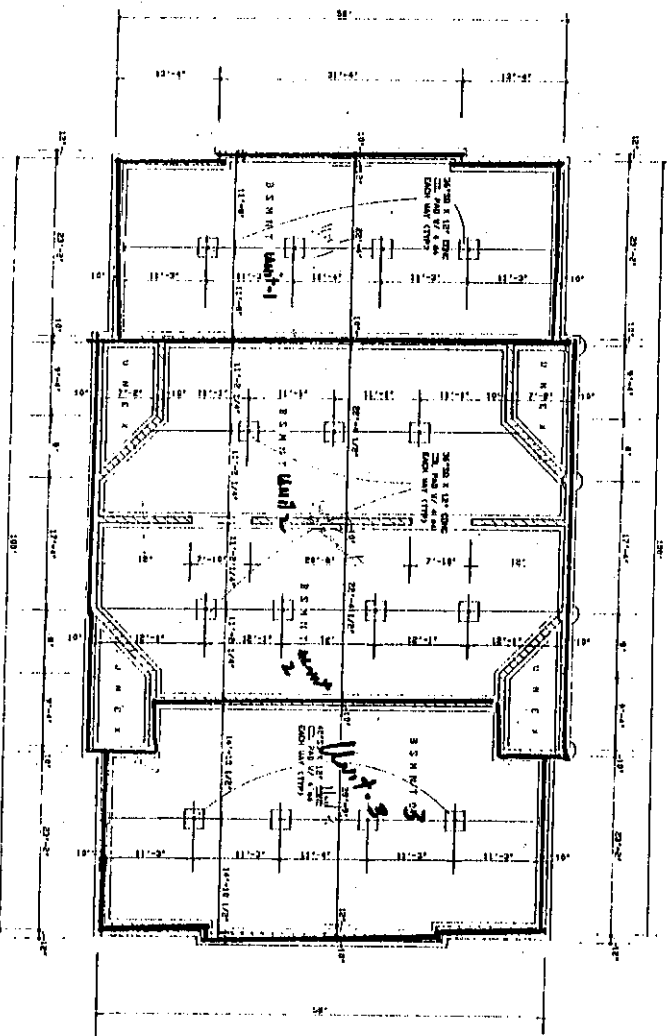


CONC. FILLING CFT. IS SHOWN  
 FOR THE WALL AND FOUNDATION  
 AND APPROX. CONC. FILLING CFT.  
 IS SHOWN FOR THE WALL AND  
 FOUNDATION. APPROX. CONC. FILLING  
 CFT. IS SHOWN FOR THE WALL  
 AND FOUNDATION. APPROX. CONC.  
 FILLING CFT. IS SHOWN FOR THE  
 WALL AND FOUNDATION. APPROX.  
 CONC. FILLING CFT. IS SHOWN  
 FOR THE WALL AND FOUNDATION.



S I T E P L A N  
 SCALE: 1" = 40'-0"

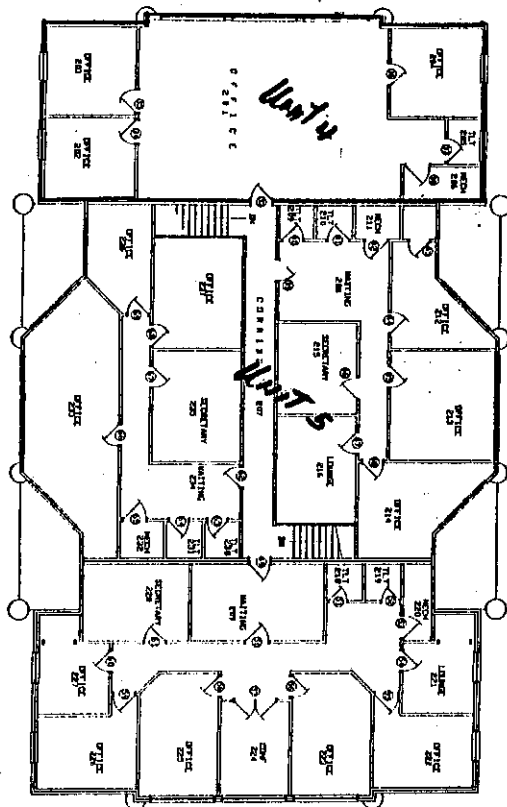
3" DIA. STEEL, CHT. 3" W/ 21" PLATE  
 TOP & BOTTOM - 2017 STEEL, BRACE  
 SEE 1ST FLOOR PLAN FOR DOWEL



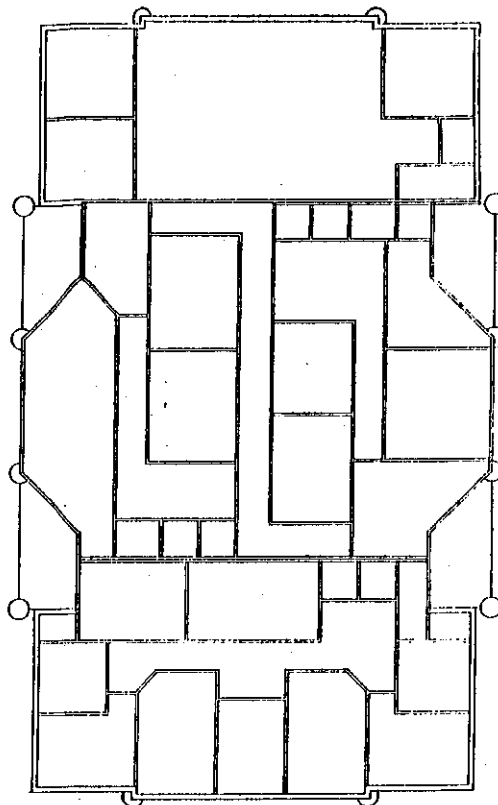
S I T E P L A N  
 SCALE: 1" = 40'-0"

**BUILDING J**  
**"EXHIBIT D-1"**

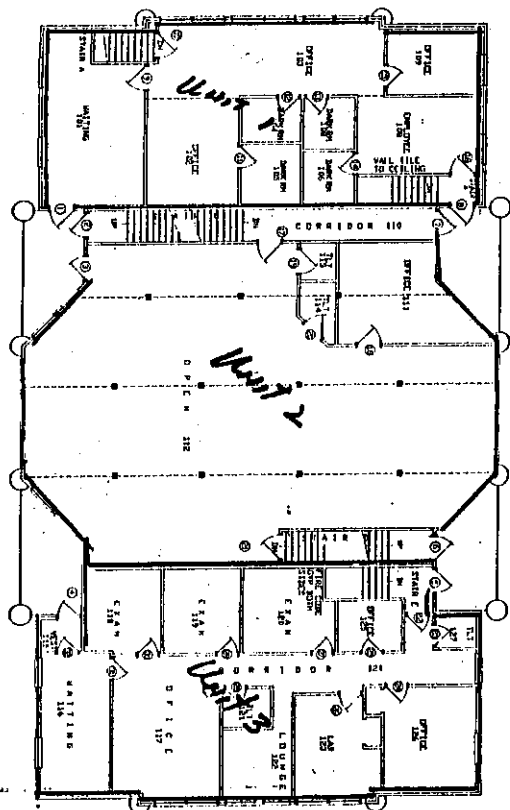
SECOND FLOOR PLAN



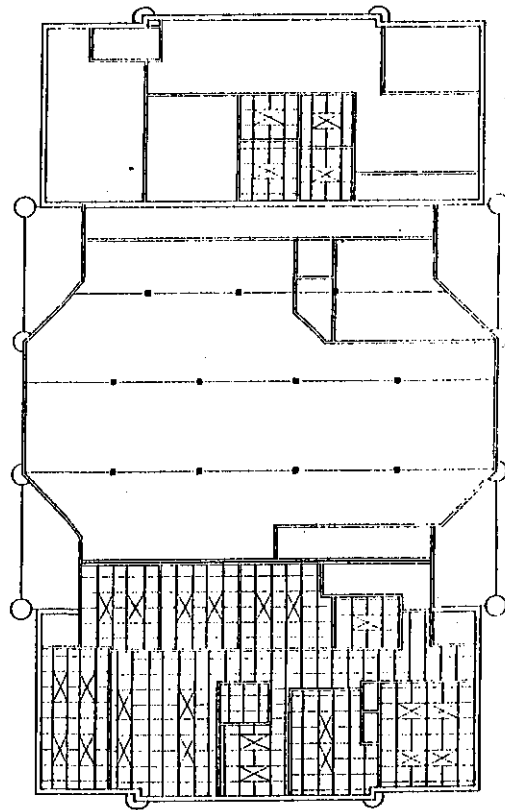
SECOND FLOOR CEILING PLAN



FIRST FLOOR PLAN



FIRST FLOOR CEILING PLAN



BUILDING J

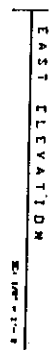
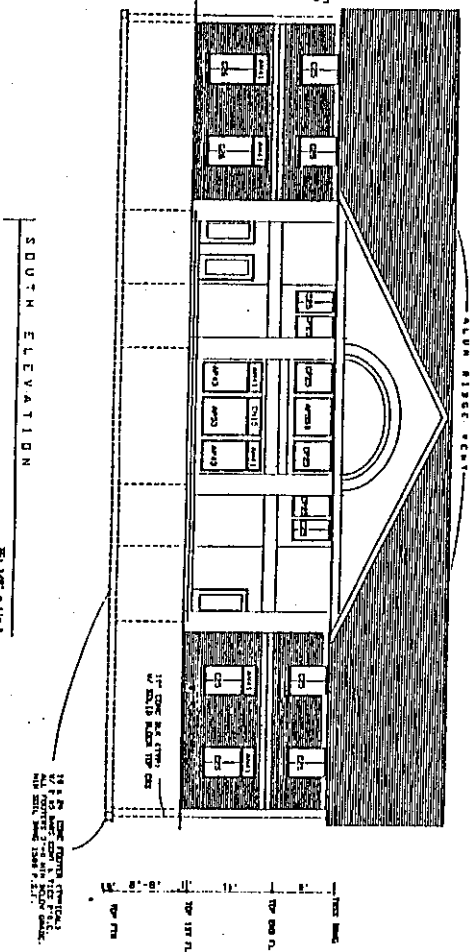
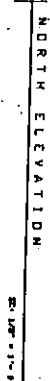
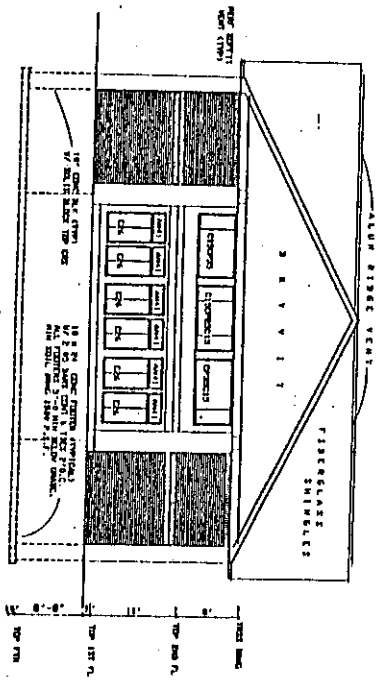
"EXHIBIT D-2"

A-3

SOUTH BRIDGE WEST  
RT. 224 BOARDMAN, OHIO



GARY ENGLEHART ARCHITECT 216 549 3711  
12073 SOUTH AVE NORTH LIMA OHIO



**BUILDING J**  
**"EXHIBIT D-3"**

368

RECEIVED FOR RECORD  
AT 2:50 O'CLOCK P M

JAN 5 1990

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio

\$24.00

EIGHTH ADDENDUM TO DECLARATION

Book F

OF

SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

WILLIAM E. REPASKY, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration: Filed December 18, 1986	Official Record 371, Page 209 Mahoning County Records
First Addendum to Declaration Filed June 9, 1987	Official Record 475, Page 118 Mahoning County Records
Second Addendum to Declaration Filed July 15, 1987	Official Record 497, Page 313 Mahoning County Records
Third Addendum to Declaration Filed December 29, 1987	Official Record 584, Page 42 Mahoning County Records
Fourth Addendum to Declaration Filed January 22, 1988	Official Record 594, Page 232 Mahoning County Records
Fifth Addendum to Declaration Filed October 19, 1988	Official Record 741, Page 296 Mahoning County Records
Sixth Addendum to Declaration Filed April 28, 1989	Official Record 846, Page 110 Mahoning County Records
Seventh Addendum to Declaration Filed August 23, 1989	Official Record 915, Page 17 Mahoning County Records

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DAMORE, ATTORNEY AT LAW

20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

## EIGHTH ADDENDUM TO DECLARATION

This Eighth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 3rd day of January, 1990, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be eleven (11) Buildings in the Condominium, with a maximum of thirty (30) Units.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building F, Units 1, 2, 3, 4 and 5.

Building F, as previously submitted, is now divided into a two story building as follows: Units 1, 2, 3, 4 and 5 on the first floor; and second floor space. Unit 1 has an area of 1,232 square feet; Unit 2 has an area of 1,568 square feet; Unit 3 has an area of 1,250 square feet; Unit 4 has an area of 1,250 square feet; Unit 5 has an area of 2,000 square feet. The second floor has an area of 7,700 square feet and shall be divided by future Addendum.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building F, Units 1, 2, 3, 4 and 5.

ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building F into a two story building with five units on the first floor, and an unfinished second floor to be divided by future Addendum. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3<sup>rd</sup> day of January, 1990.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

BY: Joseph Sylvester (President)  
JOSEPH SYLVESTER, PRESIDENT

AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 3<sup>rd</sup> day of January, 1990.

Melanie L. Leonard  
NOTARY PUBLIC

MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994



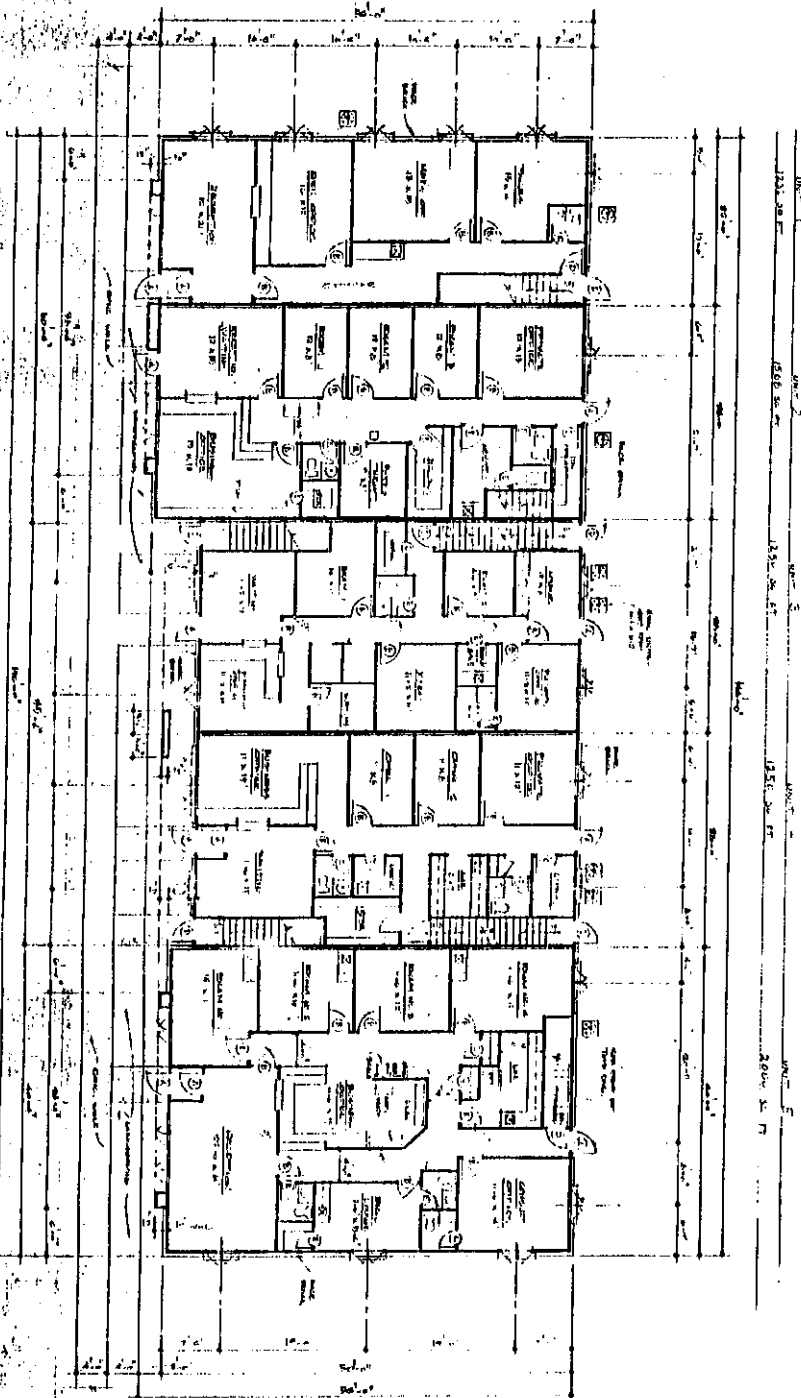
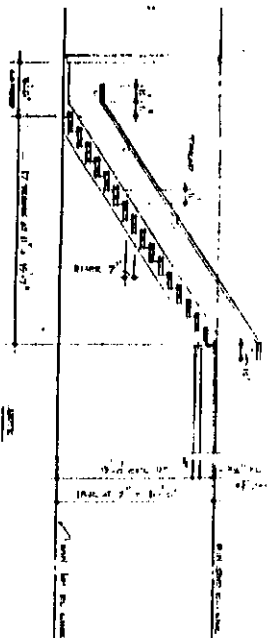
"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. F - First Floor:		
F-1	1,232	1.6381
F-2	1,568	2.0848
F-3	1,250	1.6620
F-4	1,250	1.6620
F-5	2,000	2.6592
Bldg. F - Second Floor	7,700	10.1981
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage:		100%

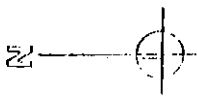
**STAIRS BETWEEN  
FIRST & SECOND FLOOR**

STAIRS TO BE LOCATED IN THE  
CENTRAL CORRIDOR OF THE  
BUILDING. THE STAIRS SHALL  
BE OF THE WALK-UP TYPE.  
THE STAIRS SHALL BE OF THE  
WALK-UP TYPE.



**FIRST FLOOR PLAN**

101102



**"EXHIBIT B"**

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DAMORE, ATTORNEY AT LAW

20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

RECEIVED FOR RECORD  
3:07 O'CLOCK  
MAR 2 1990  
BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio  
727-00

# 4667

OR 1024  
Pg. 340

NINTH ADDENDUM TO DECLARATION  
BOOK F OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration: Filed December 18, 1986	Official Record 371, Page 209 Mahoning County Records
First Addendum to Declaration Filed June 9, 1987	Official Record 475, Page 118 Mahoning County Records
Second Addendum to Declaration Filed July 15, 1987	Official Record 497, Page 313 Mahoning County Records
Third Addendum to Declaration Filed December 29, 1987	Official Record 584, Page 42 Mahoning County Records
Fourth Addendum to Declaration Filed January 22, 1988	Official Record 594, Page 232 Mahoning County Records
Fifth Addendum to Declaration Filed October 19, 1988	Official Record 741, Page 296 Mahoning County Records
Sixth Addendum to Declaration Filed April 28, 1989	Official Record 846, Page 110 Mahoning County Records
Seventh Addendum to Declaration Filed August 23, 1989	Official Record 915, Page 17 Mahoning County Records
Eighth Addendum to Declaration Filed January 5, 1990	Official Record 994, Page 59 Mahoning County Records

## NINTH ADDENDUM TO DECLARATION

This Ninth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 28<sup>th</sup> day of FEBRUARY, 1990, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty (40) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building F, Units 6, 7, 8, 9 and 10.

Building F, as previously submitted, is now divided into a two story building as follows: Units 1, 2, 3, 4 and 5 on the first floor; and Units 6, 7, 8, 9 and 10 on the second floor. Units 3 and 4, as previously submitted, shall be increased by 20 square feet each. (The total square footage of Building F shall remain 15,000 square feet as previously submitted.) Unit 1 has an area of 1,232 square feet; Unit 2 has an area of 1,568 square feet; Unit 3 has an area of 1,270 square feet; Unit 4 has an area of 1,270 square feet; Unit 5 has an area of 2,000 square feet; Unit 6 has an area of 3,010 square feet; Unit 7 has an area of 422 square feet; Unit 8 has an area of 1,245 square feet; Unit 9 has an area of 833 square feet; and Unit 10 has an area of 2,150 square feet.

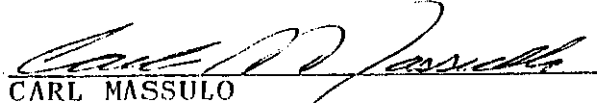
These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building F, Units 3, 4, 6, 7, 8, 9 and 10.



CONDOMINIUM OWNERS APPROVAL OF AMENDMENT

The undersigned, being the condominium owner of Building F, Unit 4, hereby consents to the filing of the foregoing Addendum correcting the square footage and interest percentage of his Unit, and hereby acknowledges receipt of a copy of this Addendum.

DATED: 28 Feb 90

  
CARL MASSULO

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

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

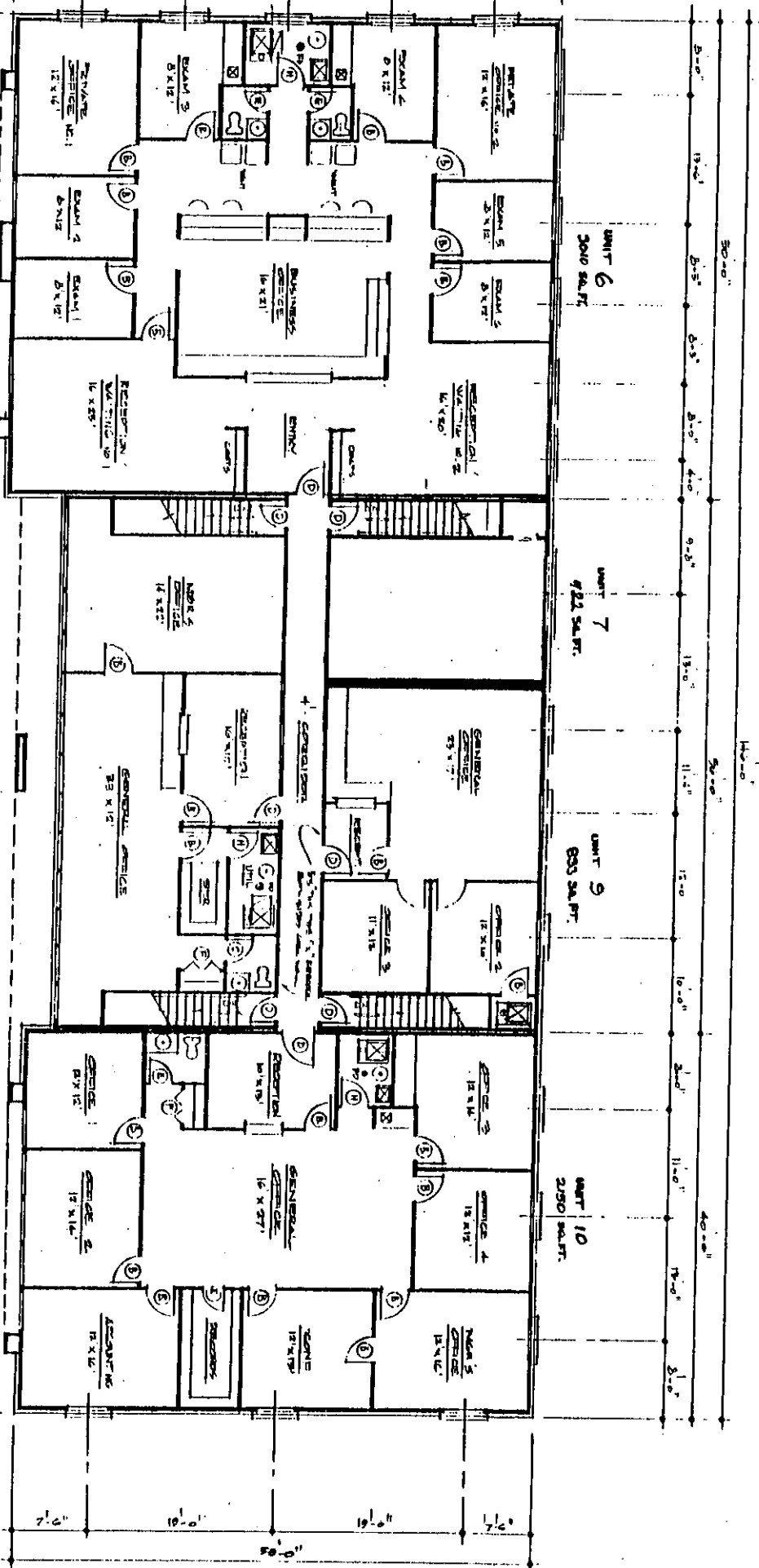
<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. F - First Floor:		
F-1	1,232	1.6381
F-2	1,568	2.0848
F-3	1,270	1.6886
F-4	1,270	1.6886
F-5	2,000	2.6592
Bldg. F - Second Floor		
F-6	3,010	4.0021
F-7	422	.5611
F-8	1,245	1.6553
F-9	833	1.1076
F-10	2,150	2.8587

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

SECOND FLOOR

UNIT 8  
12,455 SQ. FT.



BLDG. F



#15816

SBW-N

Off Rec 1033 Pg. 7

RECEIVED FOR RECORD

A 1:20 O'CLOCK P. M

MAR 16 1990

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio

#28.00

84

TENTH ADDENDUM TO DECLARATIONBLOC. H1,2 OF  
SOUTH BRIDGE WEST, A CONDOMINIUMBY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., AND  
JOSEPH SYLVESTER and ANNA MARIE SYLVESTER FORSOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

## PRIOR INSTRUMENT REFERENCES:

Original Declaration:  
Filed December 18, 1986Official Record 371, Page 209  
Mahoning County RecordsFirst Addendum to Declaration  
Filed June 9, 1987Official Record 475, Page 118  
Mahoning County RecordsSecond Addendum to Declaration  
Filed July 15, 1987Official Record 497, Page 313  
Mahoning County RecordsThird Addendum to Declaration  
Filed December 29, 1987Official Record 584, Page 42  
Mahoning County RecordsFourth Addendum to Declaration  
Filed January 22, 1988Official Record 594, Page 232  
Mahoning County RecordsFifth Addendum to Declaration  
Filed October 19, 1988Official Record 741, Page 296  
Mahoning County RecordsSixth Addendum to Declaration  
Filed April 28, 1989Official Record 846, Page 110  
Mahoning County RecordsSeventh Addendum to Declaration  
Filed August 23, 1989Official Record 915, Page 17  
Mahoning County RecordsEighth Addendum to Declaration  
Filed January 5, 1990Official Record 994, Page 59  
Mahoning County RecordsNinth Addendum to Declaration  
Filed March 2, 1990Official Record 1024, Page 340  
Mahoning County Records

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DAMORE, ATTORNEY AT LAW

20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44603-1493

## TENTH ADDENDUM TO DECLARATION

This Tenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 16<sup>th</sup> day of March, 1990, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty (40) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building H, Units 1 and 2.

Building H, as previously submitted, is now divided into two separate Units (Units 1 and 2). Unit 1 has an area of 2,426 square feet; and Unit 2 has an area of 1,240 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building H, Units 1 and 2.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building H into two units. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 16<sup>th</sup> day of March, 1990.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie J. Leonard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Susan J. Pritchard

AND Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

AND

Melanie J. Leonard

Joseph Sylvester  
JOSEPH SYLVESTER, INDIVIDUALLY

Susan J. Pritchard

Anna Marie Sylvester  
ANNA MARIE SYLVESTER, INDIVIDUALLY

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 16<sup>th</sup> day of March, 1990.

Melanie J. Leonard  
NOTARY PUBLIC

MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF MAHONING         )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER and ANNA MARIE SYLVESTER, individuals, who acknowledged that they did sign the foregoing instrument and that same is their free act and deed individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 16<sup>th</sup> day of March, 1990.

Melanie L. Leonard  
NOTARY PUBLIC

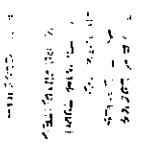
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 21, 1991

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

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. H - 1	2,426	3.2257%
H - 2	1,240	1.6487
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage: 100%		



137705.

ELEVENTH ADDENDUM TO DECLARATION  
BLOC K OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:	Official Record <u>371</u> , Page <u>209</u> ✓
Filed December 18, 1986	Mahoning County Records
First Addendum to Declaration	Official Record <u>475</u> , Page <u>118</u> ✓
Filed June 9, 1987	Mahoning County Records
Second Addendum to Declaration	Official Record <u>497</u> , Page <u>313</u> ✓
Filed July 15, 1987	Mahoning County Records
Third Addendum to Declaration	Official Record <u>584</u> , Page <u>42</u> ✓
Filed December 29, 1987	Mahoning County Records
Fourth Addendum to Declaration	Official Record <u>594</u> , Page <u>232</u> ✓
Filed January 22, 1988	Mahoning County Records
Fifth Addendum to Declaration	Official Record <u>741</u> , Page <u>296</u> ✓
Filed October 19, 1988	Mahoning County Records
Sixth Addendum to Declaration	Official Record <u>846</u> , Page <u>110</u> ✓
Filed April 28, 1989	Mahoning County Records
Seventh Addendum to Declaration	Official Record <u>915</u> , Page <u>17</u> ✓
Filed August 23, 1989	Mahoning County Records
Eighth Addendum to Declaration	Official Record <u>994</u> , Page <u>59</u> ✓
Filed January 5, 1990	Mahoning County Records
Ninth Addendum to Declaration	Official Record <u>1024</u> , Page <u>340</u> ✓
Filed March 2, 1990	Mahoning County Records
Tenth Addendum to Declaration	Official Record <u>1033</u> , Page <u>7</u> ✓
Filed March 16, 1990	Mahoning County Records

LAWRENCE J. DAMORE, ATTORNEY AT LAW  
 20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1483

RECEIVED FOR RECORD  
 BY 9:51 O'CLOCK 11 M

JUL 1 1990

BRUCE E. PAPALIA  
 Recorder, Mahoning County, Ohio ✓

# 31.00

COMPARED  
 P. Y.

This Conveyance has complied with Section 319.20<sub>2</sub>

Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

Permissive Tax \_\_\_\_\_

Exempt \_\_\_\_\_ Date 7-18-90

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

ELEVENTH ADDENDUM TO DECLARATION

This Eleventh Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 10<sup>th</sup> day of July, 1990, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

ARTICLE XV  
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

ARTICLE XIX  
BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty-five (45) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building K, Units 1, 2 and 3.

Building K, as previously submitted, is now divided into three separate buildings: Building K, Building N and Building P, each containing 6,496 square feet. A new plot plan is submitted herein.

Building K, as previously submitted, is now divided into a two-story building as follows: Units 1 and 2 on the first floor; and Unit 3 on the second floor. Unit 1 has an area of 1,309 square feet; Unit 2 has an area of 1,939 square feet; and Unit 3 has an area of 3,248 square feet.

Buildings N and P shall be divided by future Addendum.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building K, Units 1, 2, 3.

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



ARTICLE XX  
GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building K into three separate buildings (Buildings K, N and P); and to divide Building K into three separate units. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10<sup>th</sup> day of July, 1990.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie J. Leonard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT

Susan J. Pritchard

AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO )  
 ) SS:  
COUNTY OF MAHONING )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 10<sup>th</sup> day of July, 1990.

Melanie J. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 31, 1994



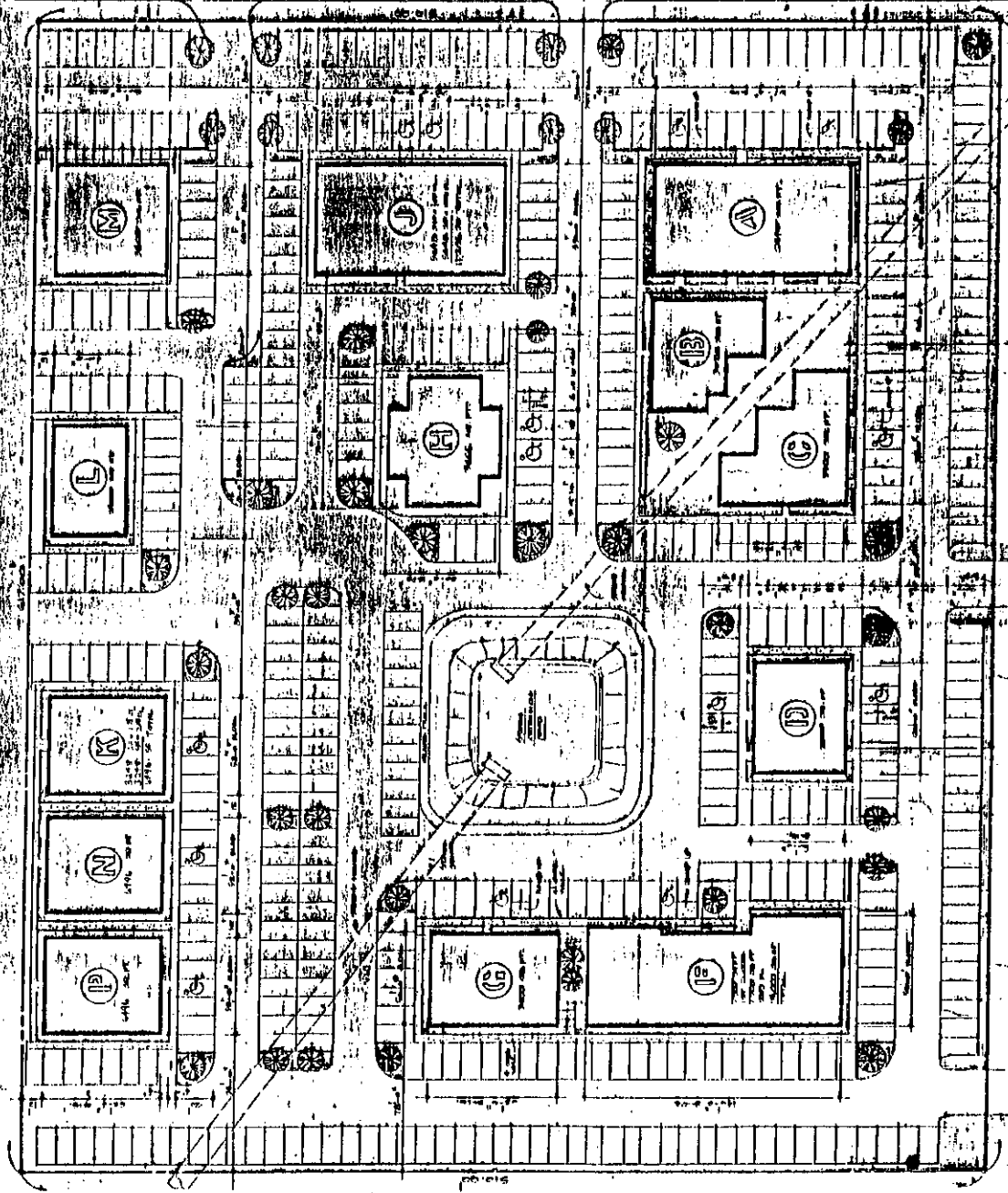
THIS INSTRUMENT REPAIRED BY:  
LAWRENCE J. DAMORE, ATTORNEY AT LAW  
20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

"EXHIBIT A"SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. K - First Floor:		
K-1	1,309	1.7405
K-2	1,939	2.5781
Bldg. K - Second Floor:		
K-3	3,248	4.3185
Bldg. N	6,496	8.6371
Bldg. P	6,946	8.6371
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage:		100%

# SOUTHBRIDGE EXECUTIVE PARK WEST

ROUTE 224 BOARDMAN - CANNED ROAD BOARDMAN TOWNSHIP, OHIO



**CERTIFICATE OF ARCHITECT**  
 I, Julius R. Treshawaty, Architect,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

**CERTIFICATE OF ALDERMAN**  
 I, Julius R. Treshawaty, Alderman,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

**CERTIFICATE OF RECORDING**  
 I, Julius R. Treshawaty, Recorder,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

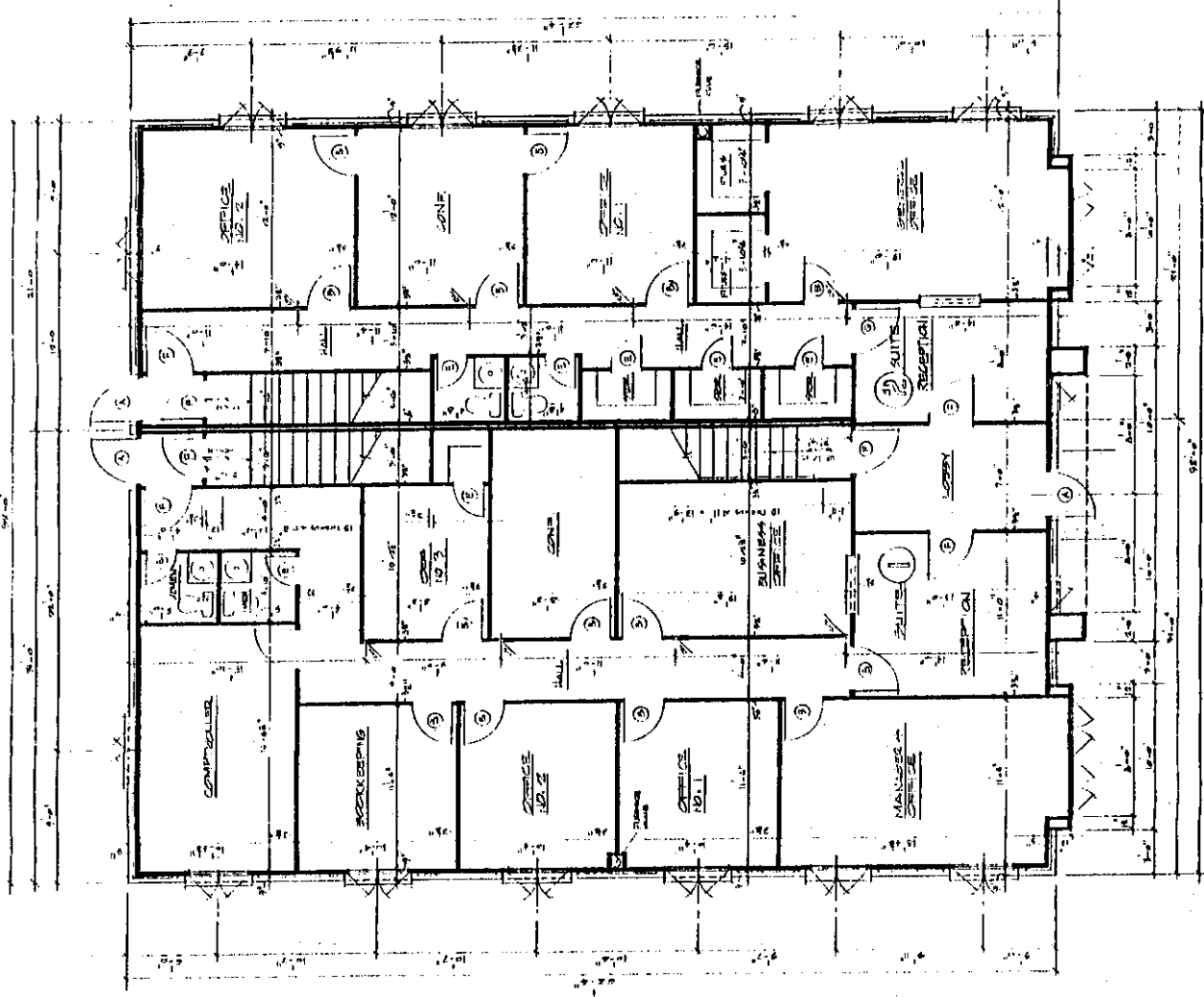
**CERTIFICATE OF MEASUREMENT**  
 I, Julius R. Treshawaty, Surveyor,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

**CERTIFICATE OF FINISHING**  
 I, Julius R. Treshawaty, Finisher,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

**CERTIFICATE OF INSPECTION**  
 I, Julius R. Treshawaty, Inspector,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

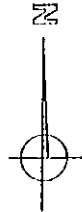
**CERTIFICATE OF COMPLETION**  
 I, Julius R. Treshawaty, Completion Officer,  
 do hereby certify that the  
 above described building is  
 in accordance with the  
 plans and specifications  
 submitted to me by the  
 owner, and that the same  
 conform to the requirements  
 of the Building Code of the  
 City of Boardman, Ohio.

**"EXHIBIT B"**



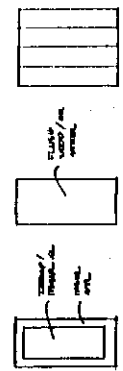
FIRST FLOOR PLAN

30

[illegible]

1. "General" information for 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, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878,

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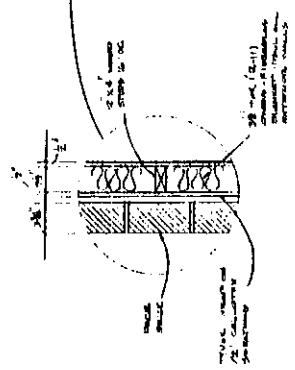
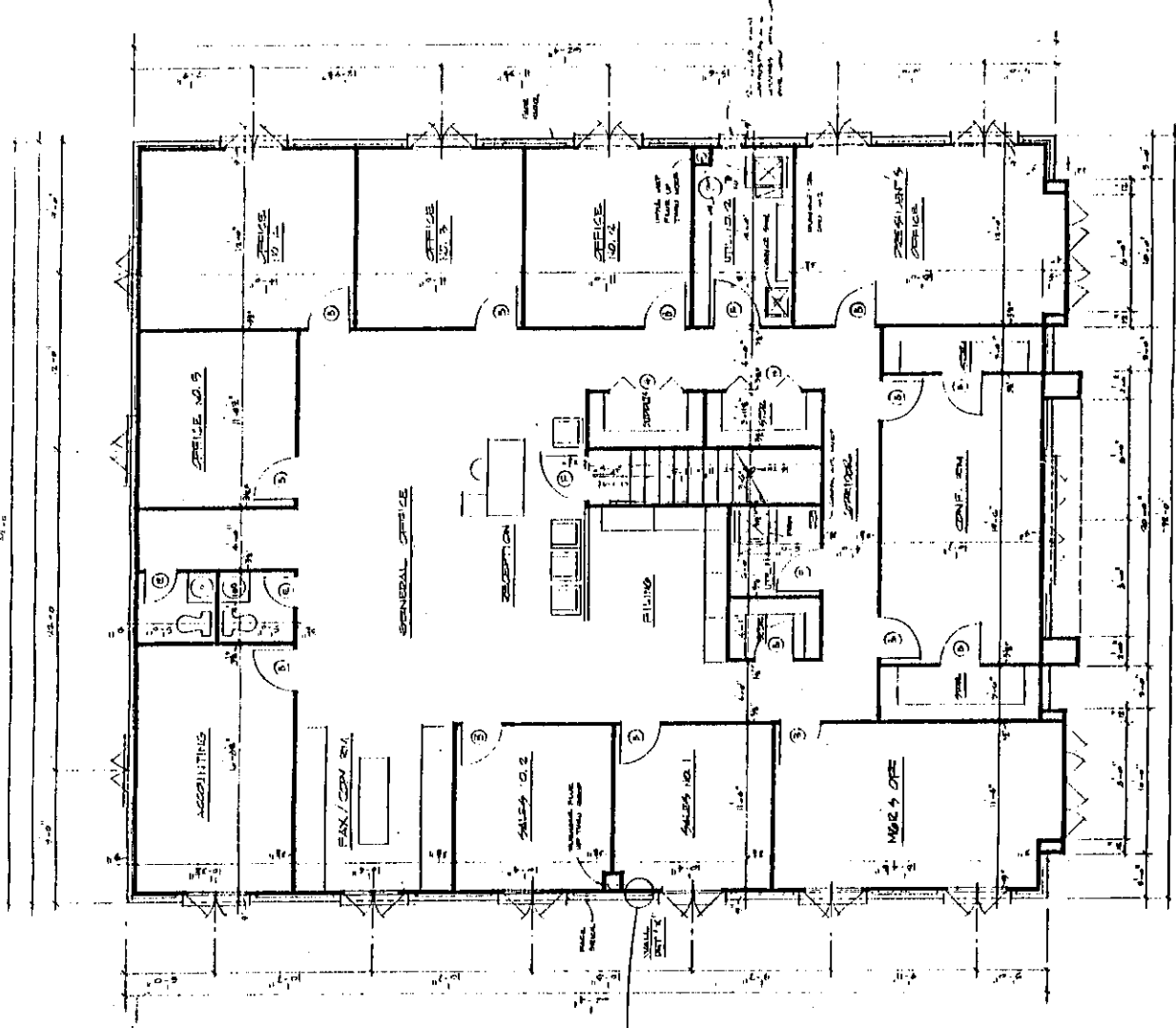
DOOR TYPES

① ② ③

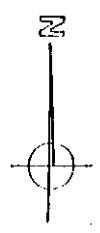
see 1/2" 1/4" 1/8"

W. E. ELLIOTT

SCALE: 1/4" = 1'-0"  
 SECOND FLOOR PLAN



SCALE: 1/4" = 1'-0"



ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	GENERAL OFFICE	1	SQ. FT.	100.00	100.00
2	RECEPTION	1	SQ. FT.	50.00	50.00
3	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
4	STORAGE	1	SQ. FT.	20.00	20.00
5	RESTROOM	1	SQ. FT.	30.00	30.00
6	STAIRS	1	SQ. FT.	10.00	10.00
7	HALLWAY	1	SQ. FT.	10.00	10.00
8	ENTRY	1	SQ. FT.	50.00	50.00
9	LOBBY	1	SQ. FT.	100.00	100.00
10	MEETING ROOM	1	SQ. FT.	150.00	150.00
11	TRAINING ROOM	1	SQ. FT.	150.00	150.00
12	WORKSHOP	1	SQ. FT.	150.00	150.00
13	LABORATORY	1	SQ. FT.	150.00	150.00
14	OFFICE	1	SQ. FT.	100.00	100.00
15	RECEPTION	1	SQ. FT.	50.00	50.00
16	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
17	STORAGE	1	SQ. FT.	20.00	20.00
18	RESTROOM	1	SQ. FT.	30.00	30.00
19	STAIRS	1	SQ. FT.	10.00	10.00
20	HALLWAY	1	SQ. FT.	10.00	10.00
21	ENTRY	1	SQ. FT.	50.00	50.00
22	LOBBY	1	SQ. FT.	100.00	100.00
23	MEETING ROOM	1	SQ. FT.	150.00	150.00
24	TRAINING ROOM	1	SQ. FT.	150.00	150.00
25	WORKSHOP	1	SQ. FT.	150.00	150.00
26	LABORATORY	1	SQ. FT.	150.00	150.00
27	OFFICE	1	SQ. FT.	100.00	100.00
28	RECEPTION	1	SQ. FT.	50.00	50.00
29	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
30	STORAGE	1	SQ. FT.	20.00	20.00
31	RESTROOM	1	SQ. FT.	30.00	30.00
32	STAIRS	1	SQ. FT.	10.00	10.00
33	HALLWAY	1	SQ. FT.	10.00	10.00
34	ENTRY	1	SQ. FT.	50.00	50.00
35	LOBBY	1	SQ. FT.	100.00	100.00
36	MEETING ROOM	1	SQ. FT.	150.00	150.00
37	TRAINING ROOM	1	SQ. FT.	150.00	150.00
38	WORKSHOP	1	SQ. FT.	150.00	150.00
39	LABORATORY	1	SQ. FT.	150.00	150.00
40	OFFICE	1	SQ. FT.	100.00	100.00
41	RECEPTION	1	SQ. FT.	50.00	50.00
42	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
43	STORAGE	1	SQ. FT.	20.00	20.00
44	RESTROOM	1	SQ. FT.	30.00	30.00
45	STAIRS	1	SQ. FT.	10.00	10.00
46	HALLWAY	1	SQ. FT.	10.00	10.00
47	ENTRY	1	SQ. FT.	50.00	50.00
48	LOBBY	1	SQ. FT.	100.00	100.00
49	MEETING ROOM	1	SQ. FT.	150.00	150.00
50	TRAINING ROOM	1	SQ. FT.	150.00	150.00
51	WORKSHOP	1	SQ. FT.	150.00	150.00
52	LABORATORY	1	SQ. FT.	150.00	150.00
53	OFFICE	1	SQ. FT.	100.00	100.00
54	RECEPTION	1	SQ. FT.	50.00	50.00
55	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
56	STORAGE	1	SQ. FT.	20.00	20.00
57	RESTROOM	1	SQ. FT.	30.00	30.00
58	STAIRS	1	SQ. FT.	10.00	10.00
59	HALLWAY	1	SQ. FT.	10.00	10.00
60	ENTRY	1	SQ. FT.	50.00	50.00
61	LOBBY	1	SQ. FT.	100.00	100.00
62	MEETING ROOM	1	SQ. FT.	150.00	150.00
63	TRAINING ROOM	1	SQ. FT.	150.00	150.00
64	WORKSHOP	1	SQ. FT.	150.00	150.00
65	LABORATORY	1	SQ. FT.	150.00	150.00
66	OFFICE	1	SQ. FT.	100.00	100.00
67	RECEPTION	1	SQ. FT.	50.00	50.00
68	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
69	STORAGE	1	SQ. FT.	20.00	20.00
70	RESTROOM	1	SQ. FT.	30.00	30.00
71	STAIRS	1	SQ. FT.	10.00	10.00
72	HALLWAY	1	SQ. FT.	10.00	10.00
73	ENTRY	1	SQ. FT.	50.00	50.00
74	LOBBY	1	SQ. FT.	100.00	100.00
75	MEETING ROOM	1	SQ. FT.	150.00	150.00
76	TRAINING ROOM	1	SQ. FT.	150.00	150.00
77	WORKSHOP	1	SQ. FT.	150.00	150.00
78	LABORATORY	1	SQ. FT.	150.00	150.00
79	OFFICE	1	SQ. FT.	100.00	100.00
80	RECEPTION	1	SQ. FT.	50.00	50.00
81	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
82	STORAGE	1	SQ. FT.	20.00	20.00
83	RESTROOM	1	SQ. FT.	30.00	30.00
84	STAIRS	1	SQ. FT.	10.00	10.00
85	HALLWAY	1	SQ. FT.	10.00	10.00
86	ENTRY	1	SQ. FT.	50.00	50.00
87	LOBBY	1	SQ. FT.	100.00	100.00
88	MEETING ROOM	1	SQ. FT.	150.00	150.00
89	TRAINING ROOM	1	SQ. FT.	150.00	150.00
90	WORKSHOP	1	SQ. FT.	150.00	150.00
91	LABORATORY	1	SQ. FT.	150.00	150.00
92	OFFICE	1	SQ. FT.	100.00	100.00
93	RECEPTION	1	SQ. FT.	50.00	50.00
94	CONFERENCE ROOM	1	SQ. FT.	150.00	150.00
95	STORAGE	1	SQ. FT.	20.00	20.00
96	RESTROOM	1	SQ. FT.	30.00	30.00
97	STAIRS	1	SQ. FT.	10.00	10.00
98	HALLWAY	1	SQ. FT.	10.00	10.00
99	ENTRY	1	SQ. FT.	50.00	50.00
100	LOBBY	1	SQ. FT.	100.00	100.00

TWELFTH ADDENDUM TO DECLARATION  
6206. K OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:	Official Record <u>371</u> , Page <u>209</u>
Filed December 18, 1986	Mahoning County Records
First Addendum to Declaration	Official Record <u>475</u> , Page <u>118</u>
Filed June 9, 1987	Mahoning County Records
Second Addendum to Declaration	Official Record <u>497</u> , Page <u>313</u>
Filed July 15, 1987	Mahoning County Records
Third Addendum to Declaration	Official Record <u>584</u> , Page <u>42</u>
Filed December 29, 1987	Mahoning County Records
Fourth Addendum to Declaration	Official Record <u>594</u> , Page <u>232</u>
Filed January 22, 1988	Mahoning County Records
Fifth Addendum to Declaration	Official Record <u>741</u> , Page <u>296</u>
Filed October 19, 1988	Mahoning County Records
Sixth Addendum to Declaration	Official Record <u>846</u> , Page <u>110</u>
Filed April 28, 1989	Mahoning County Records
Seventh Addendum to Declaration	Official Record <u>915</u> , Page <u>17</u>
Filed August 23, 1989	Mahoning County Records
Eighth Addendum to Declaration	Official Record <u>994</u> , Page <u>59</u>
Filed January 5, 1990	Mahoning County Records
Ninth Addendum to Declaration	Official Record <u>1024</u> , Page <u>340</u>
Filed March 2, 1990	Mahoning County Records
Tenth Addendum to Declaration	Official Record <u>1033</u> , Page <u>7</u>
Filed March 16, 1990	Mahoning County Records
Eleventh Addendum to Declaration	Official Record <u>1108</u> , Page <u>39</u>
Filed July 18, 1990	Mahoning County Records

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

RECEIVED FOR RECORD

AT 2:45 O'CLOCK P.M.

OCT 9 1990

BRUCE E. PAPALIA  
 Recorder, Mahoning County, Ohio

\$30.00 84

## TWELFTH ADDENDUM TO DECLARATION

This Twelfth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 25th day of OCT., 1990, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty-five (45) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building K, Units 1, 2, 3 and 4.

Building K, as previously submitted, is now divided into a two-story building as follows: Units 1 and 2 on the first floor; and Units 3 and 4 on the second floor. Unit 1 has an area of 1,309 square feet; Unit 2 has an area of 1,872 square feet; Unit 3 has an area of 1,018 square feet; and Unit 4 has an area of 2,297 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building K, Units 1, 2, 3 and 4.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building K into four separate units. All other provisions of the Declaration

with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25th day of October, 1990.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie L. Leonard  
Susan J. Pritchard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT  
AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF MAHONING         )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 25th day of October, 1990.

Melanie L. Leonard  
NOTARY PUBLIC

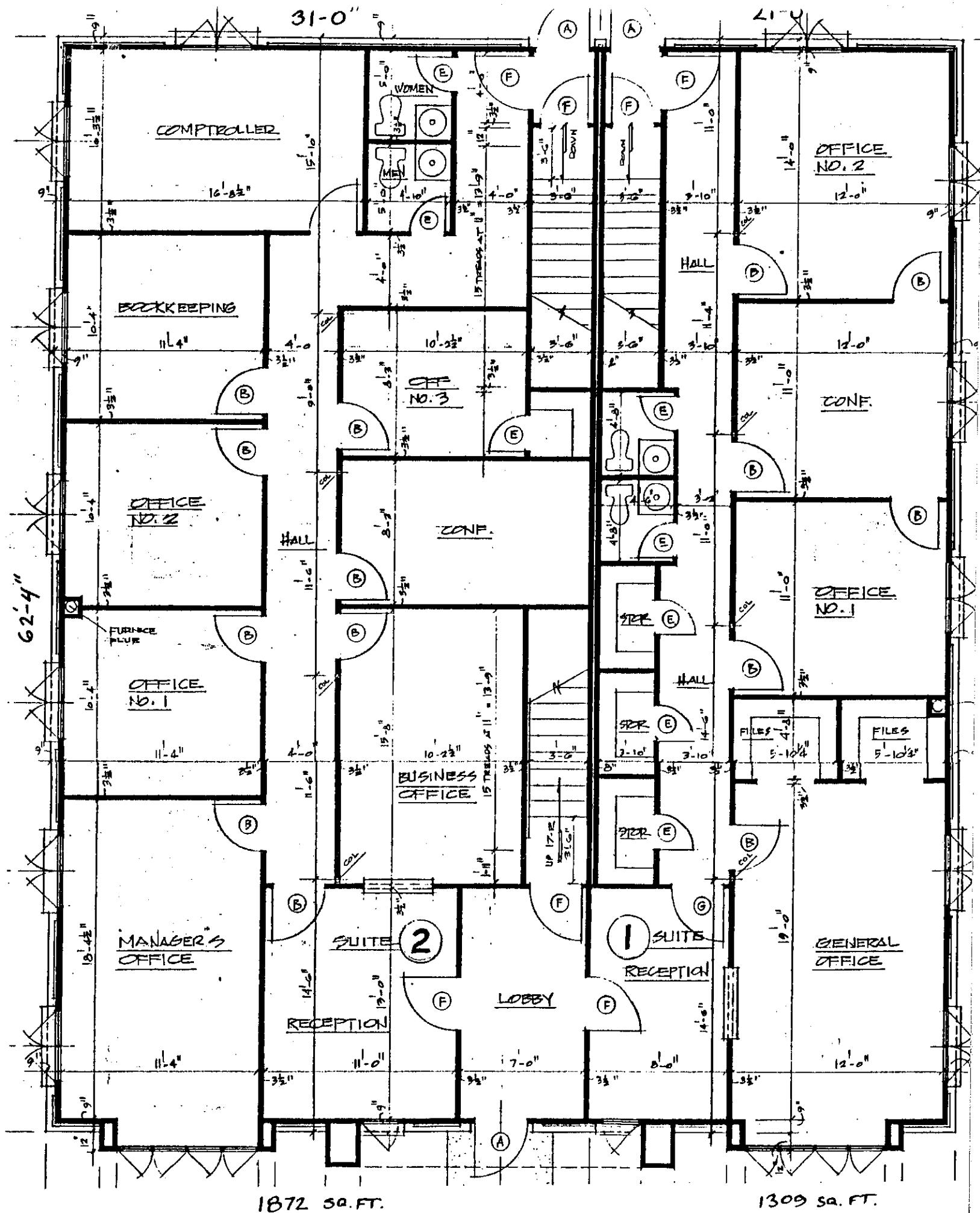
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994



"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. K - First Floor:		
K-1	1,309	1.7405
K-2	1,872	2.4890
Bldg. K - Second Floor:		
K-3	1,018	1.3535
K-4	2,297	3.0541
<hr/>		
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage: 100%		
<hr/>		



FIRST FLOOR

"EXHIBIT B-1" BLDG. K



# 26943

RECEIVED FOR RECORD

AT 2:11 O'CLOCK P.M.

NOV 13 1990

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio

\$31.00

The Original of this

OR-1180, Pg. 250

THIRTEENTH ADDENDUM TO DECLARATION

6106 N OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:	Official Record	371, Page 209
Filed December 18, 1986	Mahoning County Records	
First Addendum to Declaration	Official Record	475, Page 118
Filed June 9, 1987	Mahoning County Records	
Second Addendum to Declaration	Official Record	497, Page 313
Filed July 15, 1987	Mahoning County Records	
Third Addendum to Declaration	Official Record	584, Page 42
Filed December 29, 1987	Mahoning County Records	
Fourth Addendum to Declaration	Official Record	594, Page 232
Filed January 22, 1988	Mahoning County Records	
Fifth Addendum to Declaration	Official Record	741, Page 296
Filed October 19, 1988	Mahoning County Records	
Sixth Addendum to Declaration	Official Record	846, Page 110
Filed April 28, 1989	Mahoning County Records	
Seventh Addendum to Declaration	Official Record	915, Page 17
Filed August 23, 1989	Mahoning County Records	
Eighth Addendum to Declaration	Official Record	994, Page 59
Filed January 5, 1990	Mahoning County Records	
Ninth Addendum to Declaration	Official Record	1024, Page 340
Filed March 2, 1990	Mahoning County Records	
Tenth Addendum to Declaration	Official Record	1033, Page 7
Filed March 16, 1990	Mahoning County Records	
Eleventh Addendum to Declaration	Official Record	1108, Page 39
Filed July 18, 1990	Mahoning County Records	
Twelfth Addendum to Declaration	Official Record	1173, Page 81
Filed October 30, 1990	Mahoning County Records	

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DAMORE, ATTORNEY AT LAW

20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

The Original of this

### THIRTEENTH ADDENDUM TO DECLARATION

This Thirteenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 12th day of November, 1990, pursuant to the provisions of Chapter 5311, Ohio Revised Code.

#### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

#### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty-five (45) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building N, Units 1 and 2.

Building N, as previously submitted, is now divided into a two-story building as follows: Unit 1 on the first floor; and Unit 2 on the second floor. Unit 1 has an area of 3,231 square feet; and Unit 2 has an area of 3,265 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by the Exhibits attached hereto, with the exception of Building N, Units 1 and 2.

#### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building N into a two-story building with two separate units. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12th day of November, 1990.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie L. Leonard  
Susan J. Pritchard

BY: Joseph Sylvester  
JOSEPH SYLVESTER, PRESIDENT  
AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

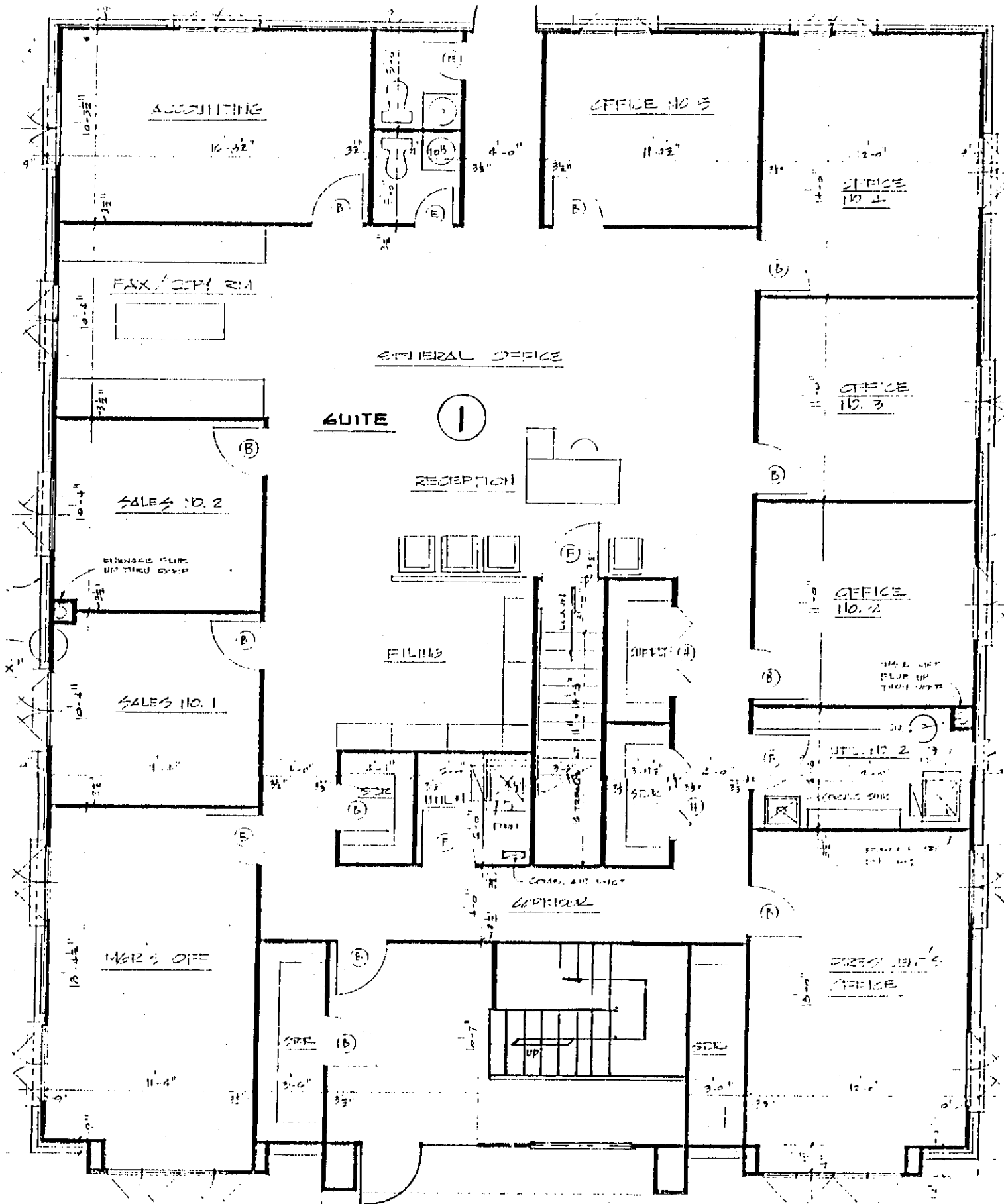
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 12th day of November, 1990.

Melanie L. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. N - First Floor: N-1	3,231	4.2959
Bldg. N- Second Floor: N-2	3,265	4.3412
<hr/>		
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage: 100%		
<hr/>		



3231 SQ. FT.

FIRST FLOOR

"EXHIBIT B-1"

BLDG. N-1





11703

RECEIVED FOR RECORD  
AT 3:21 O'CLOCK  
MAY 22 1991

FOURTEENTH ADDENDUM TO DECLARATION  
BLOG. P OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio  
\$32.00

JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration:	Official Record 371, Page 209
Filed December 18, 1986	Mahoning County Records
First Addendum to Declaration	Official Record 475, Page 118
Filed June 9, 1987	Mahoning County Records
Second Addendum to Declaration	Official Record 497, Page 313
Filed July 15, 1987	Mahoning County Records
Third Addendum to Declaration	Official Record 584, Page 42
Filed December 29, 1987	Mahoning County Records
Fourth Addendum to Declaration	Official Record 594, Page 232
Filed January 22, 1988	Mahoning County Records
Fifth Addendum to Declaration	Official Record 741, Page 296
Filed October 19, 1988	Mahoning County Records
Sixth Addendum to Declaration	Official Record 846, Page 110
Filed April 28, 1989	Mahoning County Records
Seventh Addendum to Declaration	Official Record 915, Page 17
Filed August 23, 1989	Mahoning County Records
Eighth Addendum to Declaration	Official Record 994, Page 59
Filed January 5, 1990	Mahoning County Records
Ninth Addendum to Declaration	Official Record 1024, Page 340
Filed March 2, 1990	Mahoning County Records
Tenth Addendum to Declaration	Official Record 1033, Page 7
Filed March 16, 1990	Mahoning County Records
Eleventh Addendum to Declaration	Official Record 1108, Page 39
Filed July 18, 1990	Mahoning County Records
Twelfth Addendum to Declaration	Official Record 1173, Page 81
Filed October 30, 1990	Mahoning County Records
Thirteenth Addendum to Declaration	Official Record 1180, Page 250
Filed November 13, 1990	Mahoning County Records

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DAMORE, ATTORNEY AT LAW

20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

## FOURTEENTH ADDENDUM TO DECLARATION

This Fourteenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 20th day of May, 1991, pursuant to the provisions of Chapter 5311, Ohio Revised Code.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty-five (45) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building P, Units 1, 2 and 3.

Building N, as previously submitted, is now divided into a two-story building as follows: Units 1 and 2 on the first floor; and Unit 3 on the second floor. Unit 1 has an area of 2,090 square feet; Unit 2 has an area of 1,133 square feet; and Unit 3 has an area of 3,273 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by Exhibits attached hereto, with the exception of Building P, Units 1, 2 and 3.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building P into a two-story building with three separate units. All other provisions of the Declaration with copies of the Legal Description

and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 20th day of May, 1991.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie L. Leonard  
Susan J. Pritchard

BY: Joseph Sylvester PRES  
JOSEPH SYLVESTER, PRESIDENT

AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

STATE OF OHIO )  
COUNTY OF MAHONING ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 20th day of May, 1991.

Melanie L. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

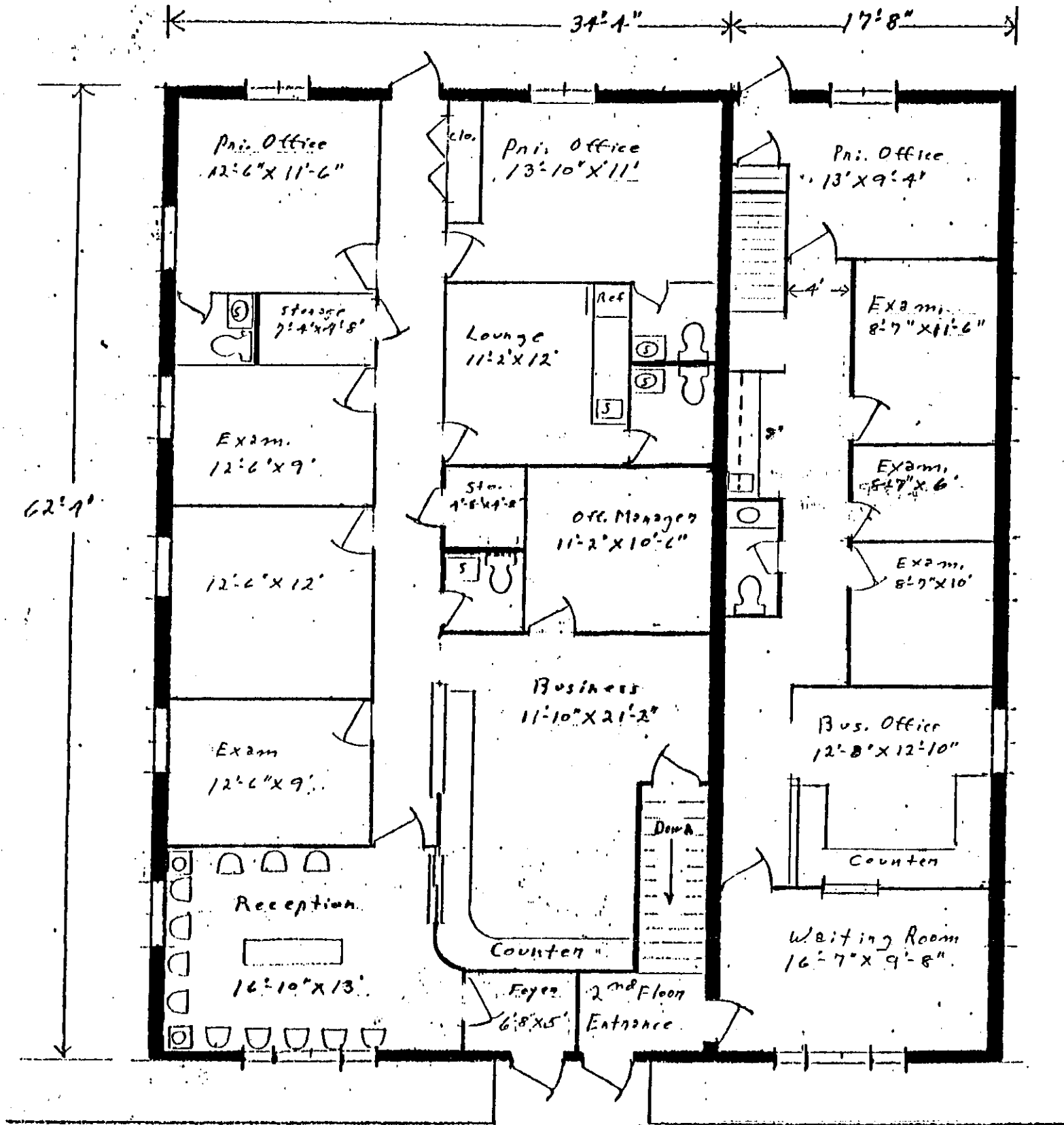
"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. P - First Floor:		
P-1	2,090	2.7788
P-2	1,133	1,5065
Bldg. P - Second Floor:		
P-3	3,273	4.3518

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%



unit P 1

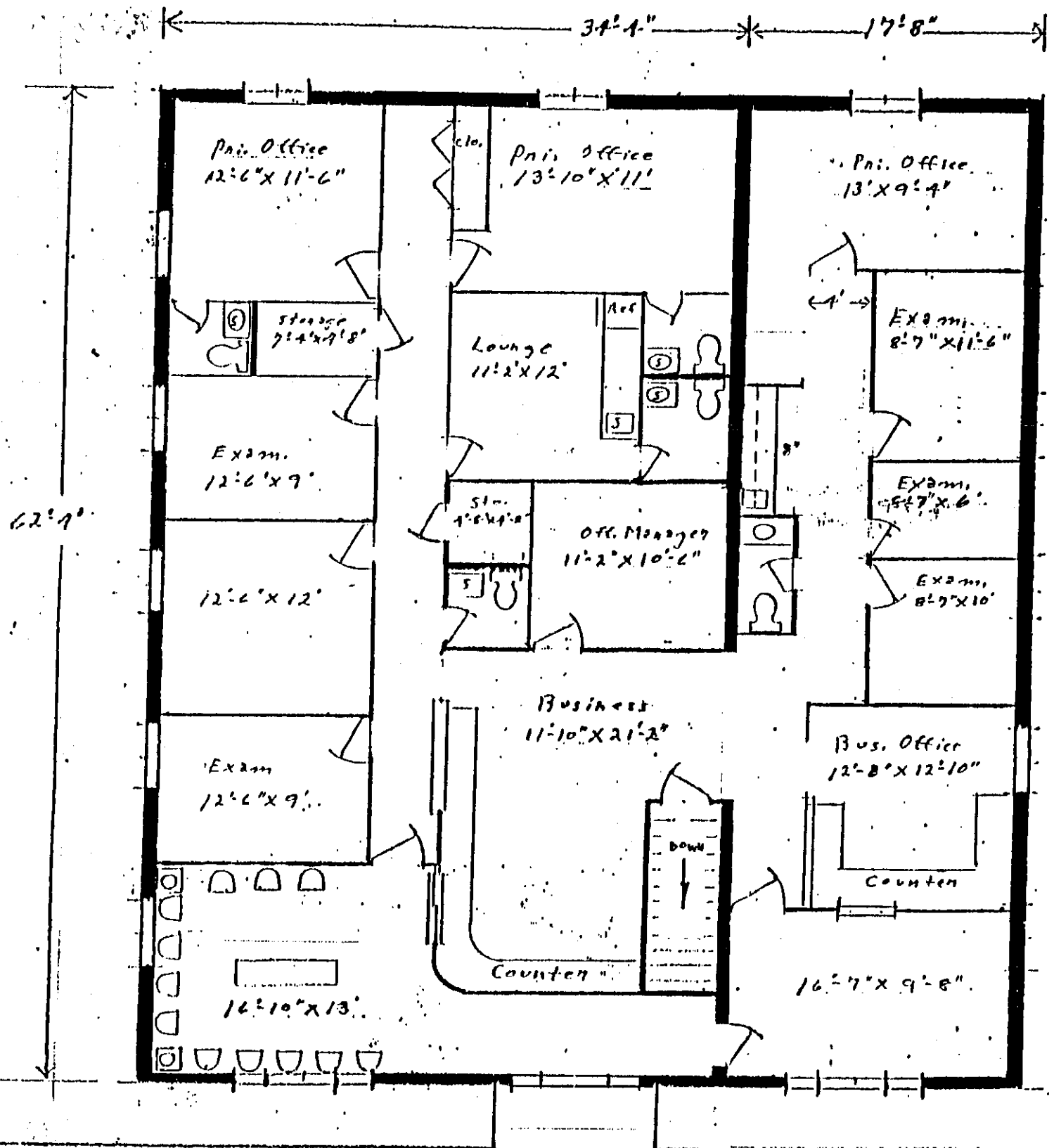
FIRST FLOOR

unit P 2

2090 sq. ft.

1133 sq. ft.

"EXHIBIT A-1"



unit P 3

SECOND FLOOR

3273 sq. ft.

"EXHIBIT A-2"

13830

RECEIVED FOR RECORD  
 9:35 O'CLOCK A  
 JUN 14 1991

FIFTEENTH ADDENDUM TO DECLARATION  
 BLDG. 55, 6, 7 OF  
 SOUTH BRIDGE WEST, A CONDOMINIUM

BRUCE E. PAPALIA  
 Recorder, Mahoning County, Ohio

\$33.00

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., AND  
 JOSEPH SYLVESTER and ANNA MARIE SYLVESTER FOR  
 SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
 TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

PRIOR INSTRUMENT REFERENCES:

Original Declaration	Official Record 371, Page 209
Filed December 18, 1986	Mahoning County Records
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Fourth Addendum to Declaration	Official Record 594, Page 232
Filed January 22, 1988	Mahoning County Records
Fifth Addendum to Declaration	Official Record 741, Page 296
Filed October 19, 1988	Mahoning County Records
Sixth Addendum to Declaration	Official Record 846, Page 110
Filed April 28, 1989	Mahoning County Records
Seventh Addendum to Declaration	Official Record 915, Page 17
Filed August 23, 1989	Mahoning County Records
Eighth Addendum to Declaration	Official Record 994, Page 59
Filed January 5, 1990	Mahoning County Records
Ninth Addendum to Declaration	Official Record 1024, Page 340
Filed March 2, 1990	Mahoning County Records
Tenth Addendum to Declaration	Official Record 1033, Page 7
Filed March 16, 1990	Mahoning County Records
Eleventh Addendum to Declaration	Official Record 1108, Page 39
Filed July 18, 1990	Mahoning County Records
Twelfth Addendum to Declaration	Official Record 1173, Page 81
Filed October 30, 1990	Mahoning County Records
Thirteenth Addendum to Declaration	Official Record 1180, Page 250
Filed November 13, 1990	Mahoning County Records
Fourteenth Addendum to Declaration	Official Record 1288, Page 223
Filed May 22, 1991	Mahoning County Records



## FIFTEENTH ADDENDUM TO DECLARATION

This Fifteenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 12th day of June, 1991, pursuant to the provisions of Chapter 5311, Ohio Revised Code.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of forty-five (45) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building J, Units 4, 5, 6 and 7.

Building J, as previously submitted, is now divided into a two-story building as follows: Units 1, 2 and 3 on the first floor; and Units 4, 5, 6 and 7 on the second floor. Units 1, 2, 3, 4 and 5 were previously divided by Addendum. Units 4 and 5 are now redivided into Units 4, 5, 6 and 7 as follows: Unit 4 has an area of 1,542 square feet; Unit 5 has an area of 1,193 square feet; Unit 6 has an area of 1,193 square feet; and Unit 7 has an area of 1,840 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner as shown by Exhibits attached hereto, with the exception of Building J, Units 4, 5, 6 and 7.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building J

into a two-story building with seven separate units. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12<sup>th</sup> day of June, 1991.

Signed and acknowledged  
in the presence of:

JOSEPH SYLVESTER CONSTRUCTION  
COMPANY, INC.

Melanie G. Leonard  
Roger B. Buttle

BY: [Signature]  
JOSEPH SYLVESTER, PRESIDENT  
AND: [Signature]  
ANNA MARIE SYLVESTER, SECRETARY

Melanie G. Leonard  
Roger B. Buttle

AND  
[Signature]  
JOSEPH SYLVESTER  
[Signature]  
ANNA MARIE SYLVESTER

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF MAHONING         )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER CONSTRUCTION COMPANY, INC., by JOSEPH SYLVESTER, its President, and ANNA MARIE SYLVESTER, its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said corporation, and that same is their free act individually and as such officers, and the free and corporate act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 12<sup>th</sup> day of June, 1991.

Melanie L. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF MAHONING         )

Before me, a Notary Public, in and for said County and State, personally appeared the above named JOSEPH SYLVESTER and ANNA MARIE SYLVESTER, who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 12<sup>th</sup> day of June, 1991.

Melanie L. Leonard  
NOTARY PUBLIC  
MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. J - Second Floor:		
J-4	1,542	2.0503
J-5	1,193	1.5862
J-6	1,193	1.5862
J-7	1,840	2.4465

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

50 M.P.M. V.L.  
DIRECTION

SCALE 1/8" = 1'

1193 sq. ft.

1542 sq. ft.

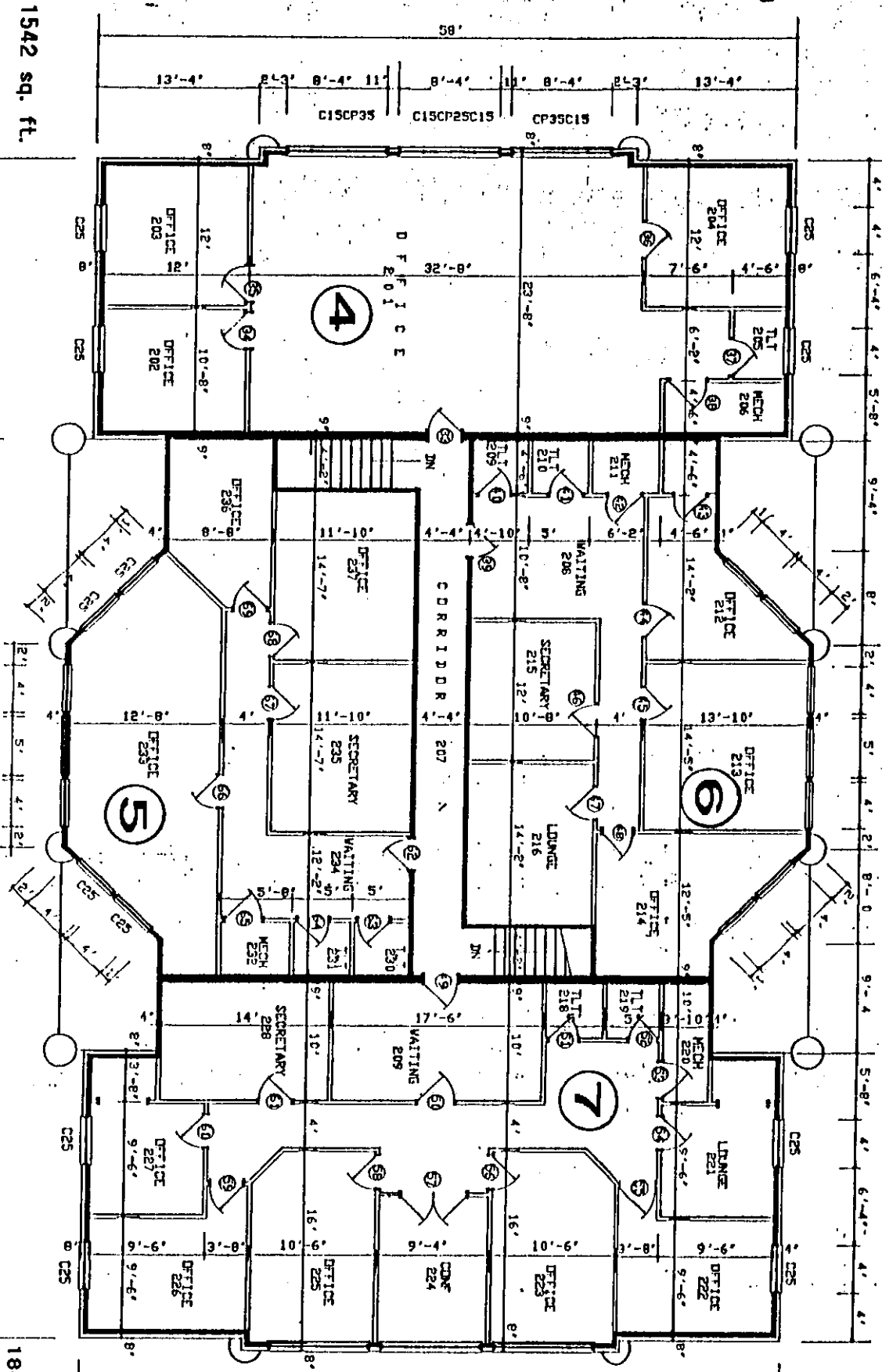
1193 sq. ft.

1840 sq. ft.

"EXHIBIT B"

SECOND FLOOR

Bldg. J



RECEIVED FOR RECORD

AT 2:20 O'CLOCK P.M.

DEC 17 1991

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio

\$38.00

71 31890

OR 1437, Pg. 293

SIXTEENTH ADDENDUM TO DECLARATION

B.O.C. N OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**PRIOR INSTRUMENT REFERENCES:**

(Declaration and all subsequent Addendums were filed in Mahoning County Records)

<u>INSTRUMENT</u>	<u>DATE FILED</u>	<u>INSTRUMENT REFERENCE</u>
Original Declaration	Dec. 18, 1986	Off Rec 371, Page 209
First Addendum	June 09, 1987	Off Rec 475, Page 118
Second Addendum	July 15, 1987	Off Rec 497, Page 313
Third Addendum	Dec. 29, 1987	Off Rec 584, Page 42
Fourth Addendum	Jan. 22, 1988	Off Rec 594, Page 232
Fifth Addendum	Oct. 19, 1988	Off Rec 741, Page 296
Sixth Addendum	Apr. 28, 1989	Off Rec 846, Page 110
Seventh Addendum	Aug. 23, 1989	Off Rec 915, Page 17
Eighth Addendum	Jan. 05, 1990	Off Rec 994, Page 59
Ninth Addendum	Mar. 02, 1990	Off Rec 1024, Page 340
Tenth Addendum	Mar. 16, 1990	Off Rec 1033, Page 7
Eleventh Addendum	July 18, 1990	Off Rec 1108, Page 39
Twelfth Addendum	Oct. 30, 1990	Off Rec 1173, Page 81
Thirteenth Addendum	Nov. 13, 1990	Off Rec 1180, Page 250
Fourteenth Addendum	May 22, 1991	Off Rec 1288, Page 223
Fifteenth Addendum	June 14, 1991	Off Rec 1305, Page 15

This Certificate has complied with Section 319.24

Noted by \_\_\_\_\_

Noted by \_\_\_\_\_

Noted by \_\_\_\_\_

Noted by \_\_\_\_\_

Noted by \_\_\_\_\_

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

12-17-91  
R. Jochman  
GRACE I. TAYLOR, COUNTY AUDITOR

## SIXTEENTH ADDENDUM TO DECLARATION

This Sixteenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 13th day of December, 1991, pursuant to the provisions of Chapter 5311, Ohio Revised Code.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of fifty (50) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building N, Units 1, 2 and 3.

Building N, as previously submitted, is divided into a two-story building as follows: Unit 1 on the first floor; and Units 2 and 3 on the second floor. The square footage of Units 1, 2 and 3 as previously submitted is now set forth as follows: Unit 1 has an area of 3,306 square feet; Unit 2 has an area of 1,932 square feet; and Unit 3 has an area of 1,258 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner shown by Exhibits attached hereto, with the exception of Building N, Units 1, 2 and 3.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to change the square footage of Building N, Units 1, 2 and 3. All other provisions of the Declaration with copies of the Legal Description and the

IN WITNESS WHEREOF, the undersigned have executed this instrument this 13th day of December, 1991.

Melanie L. Leonard -  
Susan J. Pritchard

BY: Joseph Sylvester (President)  
JOSEPH SYLVESTER, PRESIDENT

AND: Anna Marie Sylvester  
ANNA MARIE SYLVESTER, SECRETARY

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 13th day of December, 1991.

Melanie J. Leonard  
NOTARY PUBLIC

MELANIE L. LEONARD  
Notary Public - State of Ohio  
My Commission Expires March 25, 1994



"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST


<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. N - First Floor N-1	3,306	4.3957
Bldg. N - Second Floor N-2	1,932	2.5688
N-3	1,258	1.6726
<hr/>		
Total Square Footage of all Buildings: 75,210		
Total Interest Percentage: 100%		
<hr/>		

CONDOMINIUM OWNERS APPROVAL OF AMENDMENT

The undersigned, being the condominium owners of Building N, Unit 1, hereby consent to the filing of the foregoing Addendum correcting the square footage and interest percentage of their Unit, and hereby acknowledges receipt of a copy of this Addendum.

DATED: December 13, 1991

  
JOSEPH SYLVESTER

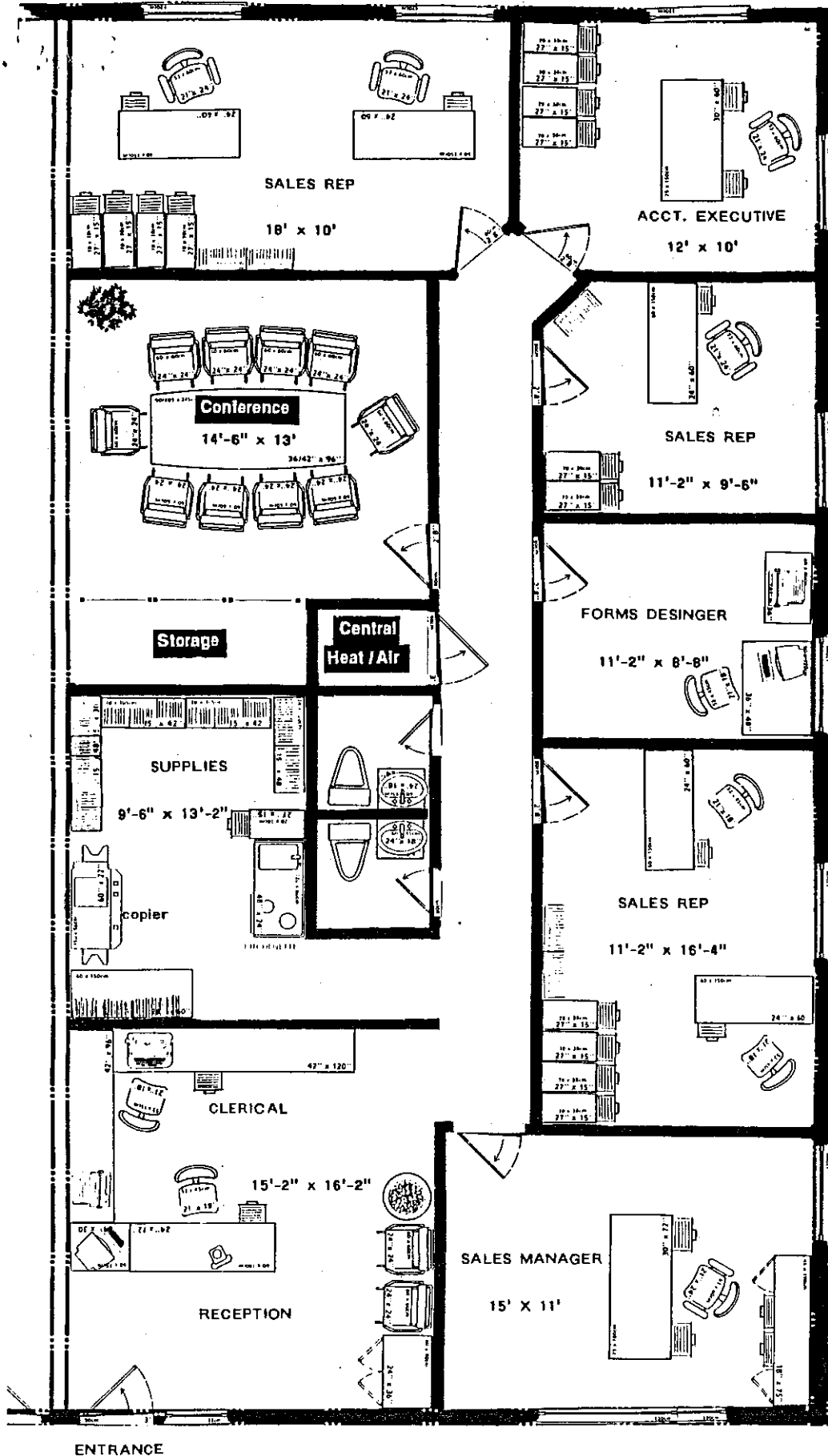
  
ANNA MARIE SYLVESTER

3306 SQ. FT.

FIRST FLOOR

**"EXHIBIT B-1"**

BLDG. N-



JOSEPH SYLVESTER  
Construction Co., Inc.  
7087 West Boulevard  
Suite 10  
Youngstown, Ohio 44512

New Office for :

**STANDARD REGEster**

South Bridge West N 2

CHECKED BY

DRAWN BY

SCALE 1" = 1'

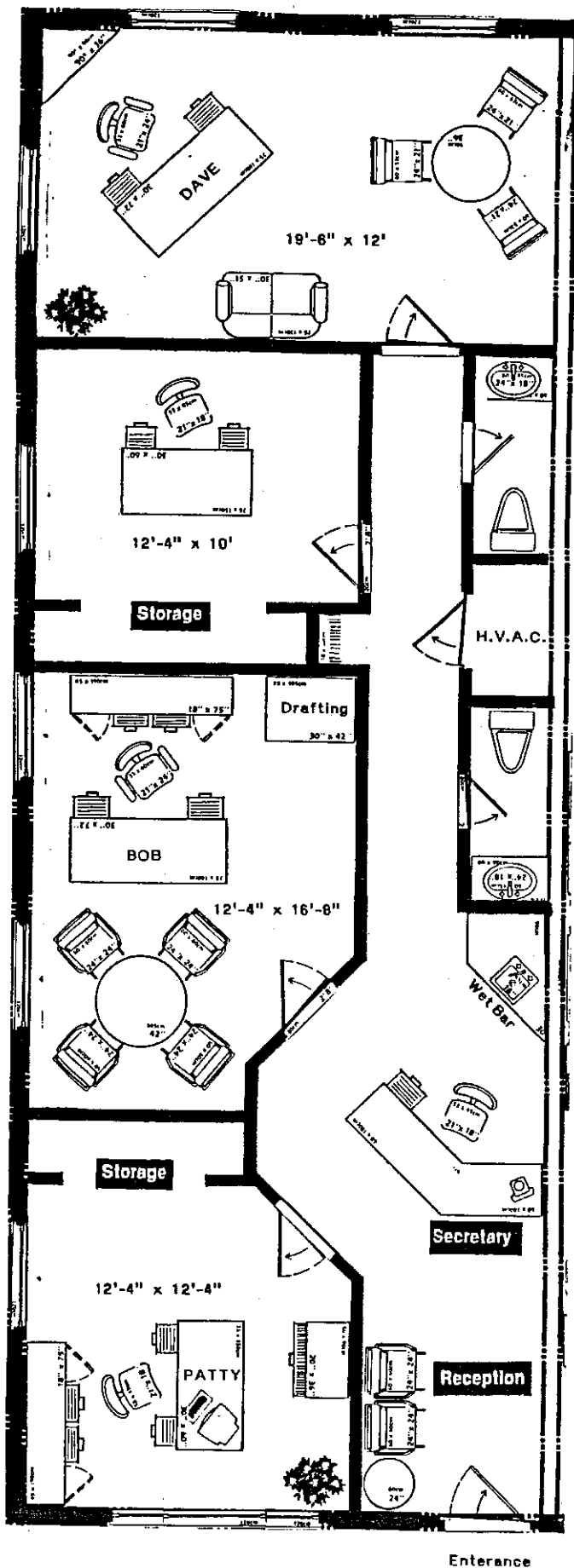
DATE 9-19-91

SHEET

DRAWING NO.

2

1932 SA.EI



**JOSEPH SYLVESTER**  
**Construction Co., Inc.**  
 7087 West Boulevard  
 Suite 10  
 Youngstown, Ohio 44512

New Offices for:	
<b>MASTER PLAN BUILDERS</b>	
and	
<b>DAVID DRAVECKY</b>	
South Bridge West N 3	
SCALE	DRAWN BY
DATE NOV. 6, 1991	CHECKED BY
SIZE	DRAWING NO. 1
<b>1258 SQ. FT.</b>	

OR 2014 13 283

# 28463

8d west  
7d mt  
7d

SEVENTEENTH ADDENDUM TO DECLARATION  
OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BY: RONALD P. DUBINSKY FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**PRIOR INSTRUMENT REFERENCES:**

(Declaration and all subsequent Addendums were filed in Mahoning County Records)

<u>INSTRUMENT</u>	<u>DATE FILED</u>	<u>INSTRUMENT REFERENCE</u>
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Fourth Addendum	Jan. 22, 1988	Off Rec 594, Page 232
Fifth Addendum	Oct. 19, 1988	Off Rec 741, Page 296
Sixth Addendum	Apr. 28, 1989	Off Rec 846, Page 110
Seventh Addendum	Aug. 23, 1989	Off Rec 915, Page 17
Eighth Addendum	Jan. 05, 1990	Off Rec 994, Page 59
Ninth Addendum	Mar. 02, 1990	Off Rec 1024, Page 340
Tenth Addendum	Mar. 16, 1990	Off Rec 1033, Page 7
Eleventh Addendum	July 18, 1990	Off Rec 1108, Page 39
Twelfth Addendum	Oct. 30, 1990	Off Rec 1173, Page 81
Thirteenth Addendum	Nov. 13, 1990	Off Rec 1180, Page 250
Fourteenth Addendum	May 22, 1991	Off Rec 1288, Page 223
Fifteenth Addendum	June 14, 1991	Off Rec 1305, Page 15
Sixteenth Addendum	Dec. 17, 1991	Off Rec 1437, Page 293

5-5 936

RECEIVED FOR RECORD  
AT 8:45 O'CLOCK A.M.

SEP - 9 1993

BRUCE E. PAPALIA  
Recorder, Mahoning County, Ohio

32 10

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DABORE, ATTORNEY AT LAW  
20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44133-1463

## SEVENTEENTH ADDENDUM TO DECLARATION

This Seventeenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 3rd day of September, 1993, pursuant to the provisions of Chapter 5311, Ohio Revised Code.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of fifty (50) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building M, Units 1 and 2.

Building M, as previously submitted, is now divided into two separate Units (Units 1 and 2). Unit 1 has an area of 2,100 square feet; and Unit 2 has an area of 1,500 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner shown by Exhibits attached hereto, with the exception of Building M, Units 1 and 2.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building M into two units. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

17th

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. M - 1	2,100	2.7923
M - 2	1,500	1.9944

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%



IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of September, 1993.

Signed and acknowledged  
in the presence of:

Lawrence J. Damore  
Lawrence J. Damore

Melanie L. Leonard  
Melanie L. Leonard

Ronald P. Dubinsky  
RONALD P. DUBINSKY

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MAHONING        )

Before me, a Notary Public, in and for said County and State, personally appeared the above named RONALD P. DUBINSKY who acknowledged that he did sign the foregoing instrument and that same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio, this 3rd day of September, 1993.



LAWRENCE J. DAMORE, Attorney at Law  
Notary Public — State of Ohio  
My Commission Has No Expiration Date.  
Section 147.03 O.R.C.

CONDOMINIUM OWNERS ASSOCIATION APPROVAL OF AMENDMENT

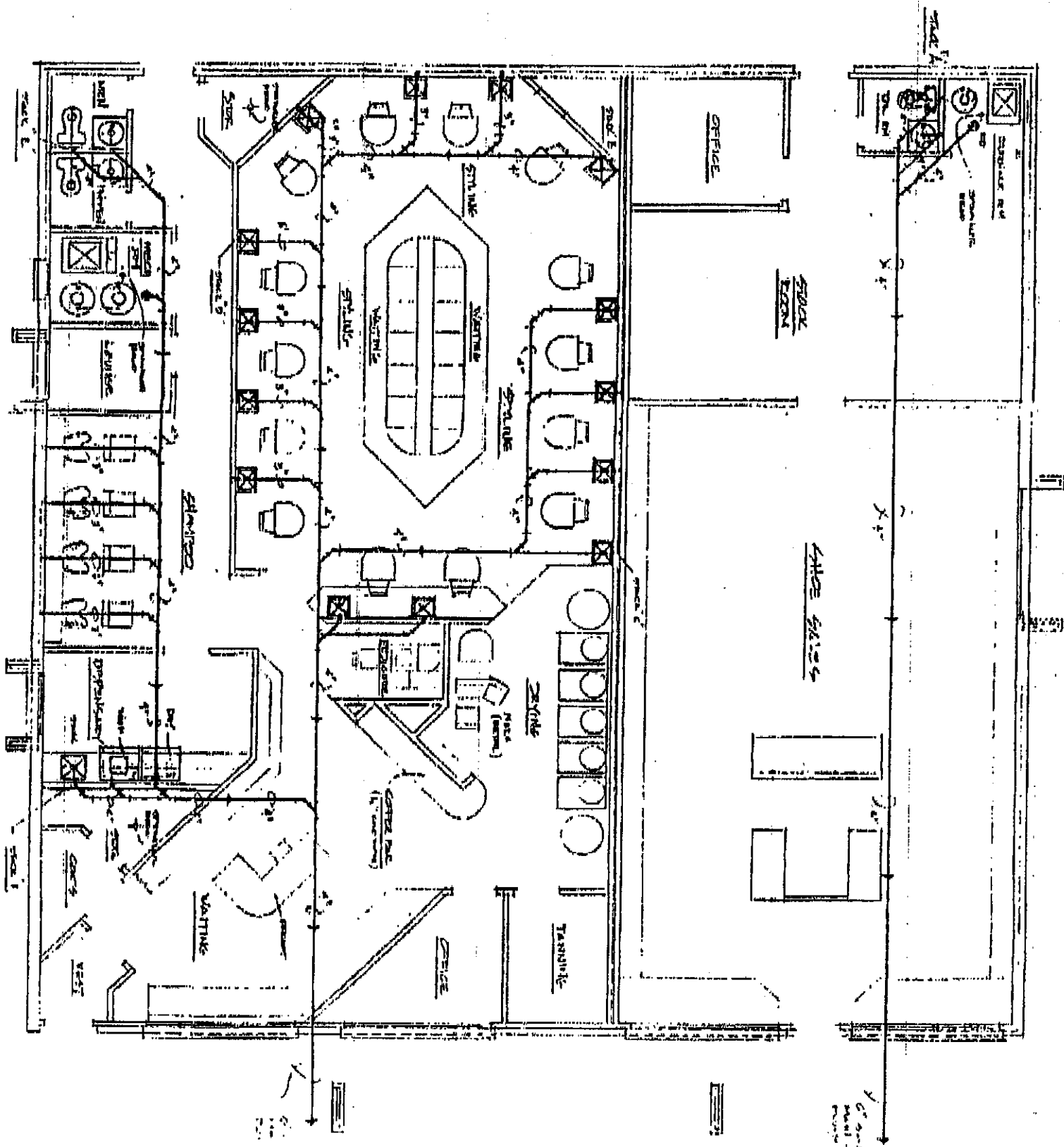
The undersigned, being the President of the Condominium Owners Association of SOUTH BRIDGE WEST EXECUTIVE PARK, A CONDOMINIUM, hereby consents to the filing of the foregoing Addendum dividing Building M into two units, and hereby acknowledges receipt of a copy of this Addendum.

Dated at Youngstown, Ohio, this 30th day of July, 1993.

SOUTH BRIDGE WEST EXECUTIVE PARK,  
A CONDOMINIUM

BY: 

PRESIDENT



# 30441

RECEIVED FOR RECORD

AT 2:32 O'CLOCK P M

SEP 24 1993

EIGHTEENTH ADDENDUM TO DECLARATION  
OF  
SOUTH BRIDGE WEST, A CONDOMINIUM

BRUCE E. PAPALIA

Recorder, Mahoning County, Ohio

\$7000

BY: JOSEPH SYLVESTER CONSTRUCTION CO., INC., FOR  
SOUTH BRIDGE WEST A CONDOMINIUM, IN THE  
TOWNSHIP OF BOARDMAN, MAHONING COUNTY, OHIO

This will certify that a copy of the Declaration, together with copies of the Legal Description, Drawings and By-Laws have been filed with the Mahoning County Auditor as shown below; and this will certify and reaffirm all rules and regulations of the original Declaration.

Certification

BRUCE PAPALIA, Recorder

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**PRIOR INSTRUMENT REFERENCES:**

(Declaration and all subsequent Addendums were filed in Mahoning County Records)

<u>INSTRUMENT</u>	<u>DATE FILED</u>	<u>INSTRUMENT REFERENCE</u>
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Third Addendum	Dec. 29, 1987	Off Rec 584, Page 42
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Fifth Addendum	Oct. 19, 1988	Off Rec 741, Page 296
Sixth Addendum	Apr. 28, 1989	Off Rec 846, Page 110
Seventh Addendum	Aug. 23, 1989	Off Rec 915, Page 17
Eighth Addendum	Jan. 05, 1990	Off Rec 994, Page 59
Ninth Addendum	Mar. 02, 1990	Off Rec 1024, Page 340
Tenth Addendum	Mar. 16, 1990	Off Rec 1033, Page 7
Eleventh Addendum	July 18, 1990	Off Rec 1108, Page 39
Twelfth Addendum	Oct. 30, 1990	Off Rec 1173, Page 81
Thirteenth Addendum	Nov. 13, 1990	Off Rec 1180, Page 250
Fourteenth Addendum	May 22, 1991	Off Rec 1288, Page 223
Fifteenth Addendum	June 14, 1991	Off Rec 1305, Page 15
Sixteenth Addendum	Dec. 17, 1991	Off Rec 1437, Page 293
Seventeenth Addendum	Sep. 09, 1993	Off Rec 2014, Page 283

THIS INSTRUMENT PREPARED BY:

LAWRENCE J. DAMORE, ATTORNEY AT LAW

20 WEST BOARDMAN STREET, YOUNGSTOWN, OHIO 44503-1493

## EIGHTEENTH ADDENDUM TO DECLARATION

This Eighteenth Addendum to Declaration of SOUTH BRIDGE WEST, A CONDOMINIUM, made on or as of the 21<sup>st</sup> day of September, 1993, pursuant to the provisions of Chapter 5311, Ohio Revised Code.

### ARTICLE XV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement and shall also grant rights in conjunction with SOUTH BRIDGE EXECUTIVE PARK, A CONDOMINIUM, and SOUTH BRIDGE WEST, A CONDOMINIUM, for perpetual easements for pedestrian and vehicular ingress and egress over and upon the common areas with parking privileges.

### ARTICLE XIX BUILDINGS

Section 1. Maximum Number of Units. There shall be a maximum of fourteen (14) Buildings in the Condominium, with a maximum of fifty (50) Units. The total square footage shall not change.

Section 2. Addendum to Buildings. This Addendum, as submitted, sets forth drawings attached hereto and known as Building P, Units 3, 4 and 5.

Building P, Unit 3, as previously submitted, is now divided into three separate Units (Units 3, 4 and 5). Unit 3 has an area of 800 square feet; Unit 4 has an area of 863 square feet; and Unit 5 has an area of 1,610 square feet.

These changes are made herein without changing the undivided interest percentage of any unit owner shown by Exhibits attached hereto, with the exception of Building P, Units 3, 4 and 5.

### ARTICLE XX GENERAL PROVISIONS

Section 6. Addendum to Agreement. The above Addendum does not alter or amend the Declaration other than to divide Building P, Unit 3, into three units. All other provisions of the Declaration with copies of the Legal Description and the By-Laws attached thereto and enumerated as "Exhibits A, B and C" respectively will and shall remain in full force and effect.

1874

"EXHIBIT A"

SOUTH BRIDGE WEST -- UNDIVIDED INTEREST

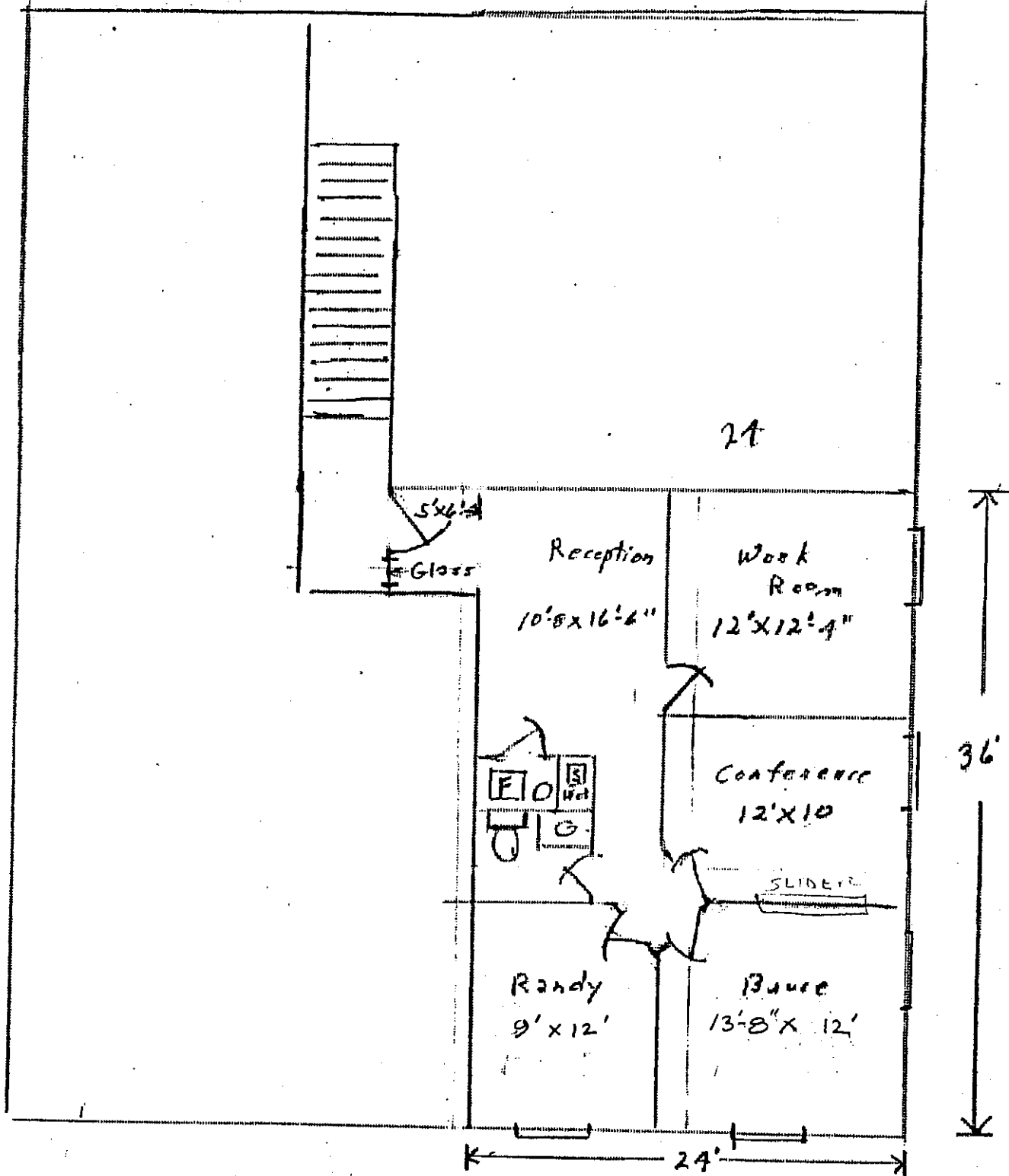
<u>BLDG.</u>	<u>TOTAL BLDG. LIVING SQ. FT.</u>	<u>TOTAL BLDG. INTEREST %</u>
Bldg. P - 3	800	1.0637
P - 4	863	1.1475
P - 5	1,610	2.1406

Total Square Footage of all Buildings: 75,210

Total Interest Percentage: 100%

This floor plan shows a rectangular room with several distinct areas. At the top, there is a long rectangular table labeled "Conference" with dimensions 36'4" x 9'6". It is surrounded by chairs, with labels like "24" x 24" and "40 x 60cm". To the right of the conference table is a large open area with dimensions 11' x 11'-2". Further right is a desk area with a desk labeled 18" x 66" and a chair labeled 18" x 66". Below the desk is a "Central Heat / Air" unit. To the left of the central unit is a small square table labeled 24" x 48". Below the central unit is a row of three small rectangular tables, each labeled 20" x 36". At the bottom of the room is a "Supplies" area. To the right of the supplies area is a row of three small rectangular tables, each labeled 24" x 24". To the left of the supplies area is a large open area with dimensions 12'-4" x 13'. The room has several doors and windows, indicated by arrows and symbols. There are also some decorative elements like plants and a tree in the top left corner.

P-3 Mutual of Omaha



# CREATIVE FINANCIAL SERVICES INC.

South Bridge West P 4

863 SQ. FT. 1.14752

plan

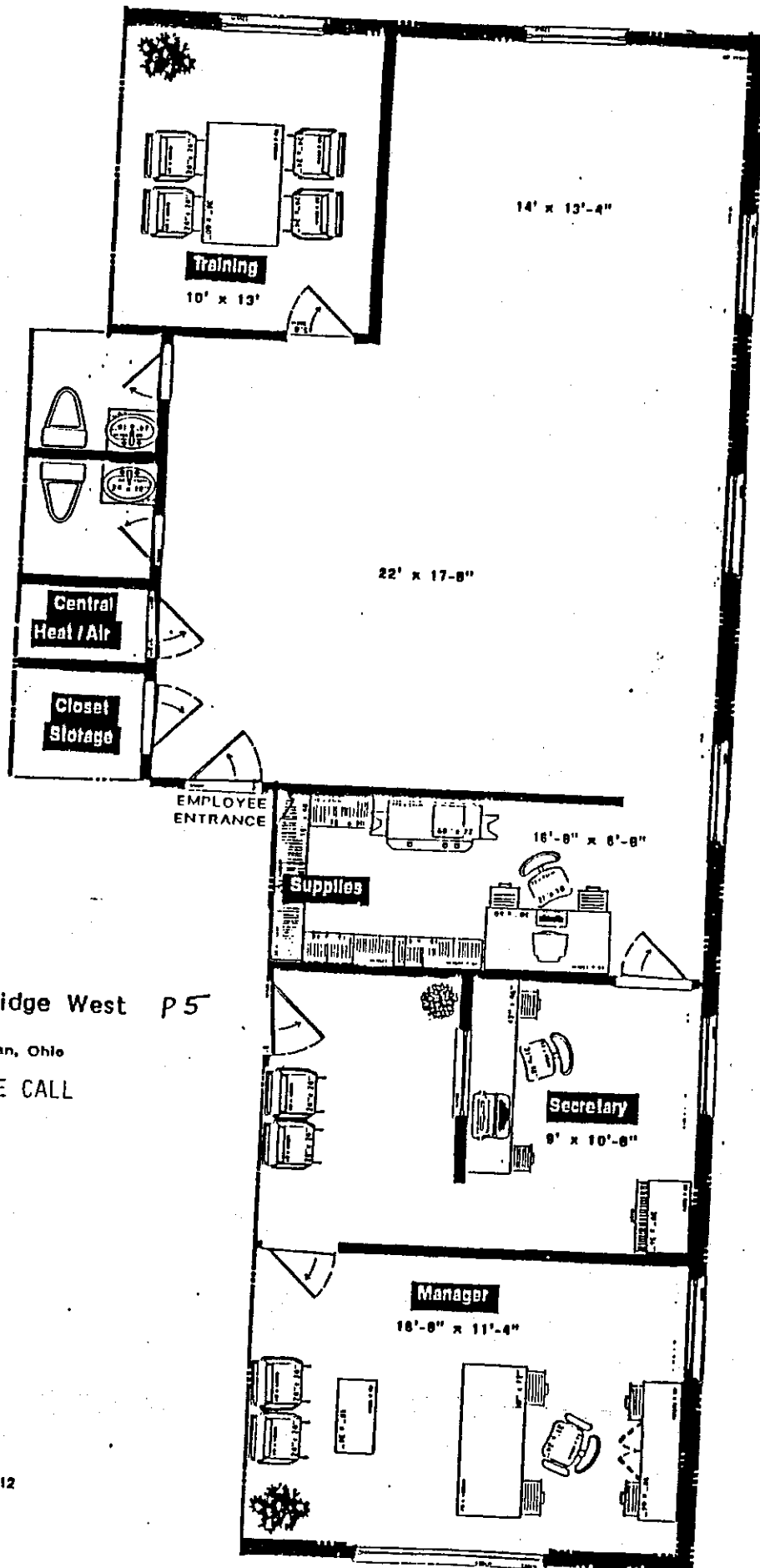
C



JOSEPH SYLVESTER  
Construction Co., Inc.

7087 West Boulevard  
Suite 10  
Youngstown, Ohio 44512





South Bridge West P5

Boardman, Ohio

NURSES HOUSE CALL



JOSEPH SYLVESTER  
Construction Co., Inc.  
7087 West Boulevard  
Suite 10  
Youngstown, Ohio 44512

216-758-4277

1610 SQ. FT.  
2.1406 %