

attorneys' fees, court reporter charges and all other expenses of the proceedings and all such items shall be imposed against such defaulting Unit Owner or Occupant. Any balance of proceeds, after satisfaction of any unpaid Assessments and Special Charges owing to the Association and any liens required to be discharged, may be paid to said Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a conveyance of all right, title and interest in said Unit and to immediate possession of the Unit so conveyed, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale and the decree shall so provide, that the purchaser shall take said interest in said Unit subject to this Declaration.

ARTICLE XIX
ADDITIONS TO CONDOMINIUM PROPERTY

19.1 Declarant hereby reserves the option to submit (without the consent of any of the Unit Owners) all or a part of the Additional Condominium Property to the provisions of the Act, which option is not subject to any limitations. This option will extend for a period of seven (7) years from the date this Declaration is filed for record. There are no circumstances that will terminate the foregoing option of the Declarant other than Declarant's express waiver of the right to exercise said option by Declarant's providing written notice of said waiver to the President of the Association.

19.2 If the Additional Condominium Property is submitted to the provisions of the Act, portions of the Additional Condominium Property may be submitted to the Act at different times, without limitation. There shall be an overall average maximum of six (6) units per acre on any portion of the Additional Condominium Property that may be submitted. There are no limitations as to the location of any improvements that may be made on any portion of the Additional Condominium Property. The maximum number of Units that may be created on the Additional Condominium Property shall be sixty-two (62), all of which are restricted solely to residential use. All structures erected on any portion of the Additional Condominium Property will be compatible with the structures on Parcel No. 1 in terms of quality of construction, principal materials to be used and architectural style.

With respect to all improvements to any portion of the Additional Condominium Property, other than structures, there are no such improvements that must be made, and there are no restrictions or limitations upon improvements that may be made.

The Units constructed on the Additional Condominium Property will be substantially identical to the Units on the Condominium Property and except for the foregoing, there are no further limitations thereto. Declarant reserves the right to create Limited Common Areas and Facilities within the Additional Condominium Property. If the Condominium Property is expanded by submitting the Additional Property to the provisions of the Act, the Additional Drawings will supplement the information contained herein.

If the Condominium Property is expanded, the Additional Condominium Property shall be submitted to the provisions of the Act by amending this Declaration in accordance with the provisions of Section 5311.051 of the Act.

19.3 If the Additional Condominium Property is submitted to the provisions of the Act, the types of Units that will be comprised as part of the Additional Condominium Property will be substantially the same types of Units that are comprised as part of the Condominium Property as originally submitted pursuant to this Declaration. The percentages of interest that thereupon will be assigned to each of the Units comprising the Condominium Property shall be in the proportion that the square footages of each Unit bears to the then aggregate square footages of all Units comprised as part of the Condominium Property. Said determination shall be made by Declarant as of the date this Declaration shall be amended of record and shall be final and binding on all Unit Owners and Mortgagees holding a mortgage encumbering any Unit.

ARTICLE XX
AMENDMENT OF DECLARATION AND BYLAWS

20.1 Rights Reserved by Declarant. Declarant shall have the right, exercisable in its sole discretion at any time during the three (3) year period following the date this Declaration is filed for record, to amend from time to time this Declaration, the Bylaws and/or the Drawings in such respects as Declarant may consider necessary, convenient or appropriate, for the purpose of (i) complying with any regulations of the Federal Home Loan Bank Board, the Federal National Mortgage Association, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development and/or the Mortgage Guaranty Insurance Corporation (as such regulations may be amended periodically), (ii) complying with any regulations of any federal, state, or local governmental agency or instrumentality (as such regulations may be amended periodically), (iii) curing any ambiguity, inconsistency or formal defect or omission in this Declaration, the Bylaws and/or the Drawings, and/or (iv) effecting any other change(s) not adverse to the Unit Owners or to the holders of mortgages encumbering the Units. Each Unit Owner, by accepting a deed conveying title to his Unit and each mortgagee, by accepting a mortgage encumbering any Unit, automatically thereby consents and approves of the provisions of this Section 20.1, and all Unit Owners and their respective mortgagees shall perform such actions and shall promptly execute and deliver to Declarant, from time to time, as Declarant shall request, all instruments as Declarant shall consider necessary, convenient or appropriate to effectuate the provisions of this Section 20.1. In addition, each Unit Owner, by acceptance of a deed in respect to his Unit, and each mortgagee, by accepting a mortgage encumbering any Unit, automatically hereby irrevocably appoints Declarant as the proxy of such Unit Owner and mortgagee, coupled with an interest, to act and vote for and on behalf of each such Unit Owner and each such mortgagee in such manner as shall enable Declarant to effectuate the rights reserved by Declarant pursuant to this Section 20.1, and to that end each such Unit Owner and each such mortgagee hereby authorizes, directs, and empowers Declarant, as the holder of such proxy, to execute, and to have witnessed, acknowledged and recorded, for and in the name of each such Unit Owner and each such mortgagee, such amendment(s) of the within Declaration, the Bylaws and/or the Drawings, together with such consent(s) thereto as Declarant shall consider necessary, convenient or appropriate to comply with the provisions of this Section 20.1 if Declarant shall exercise the rights reserved to it in this Section 20.1. Any documents requiring execution by any person, firm, corporation or other entity (other than Declarant) shall be in full compliance with this Section 20.1 if executed by Declarant on behalf of such person, firm, corporation or other entity.

20.2 This Declaration and the Bylaws may be amended, and such amendment(s) shall be effective, upon the filing for record with the Recorder of Cuyahoga County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or the Bylaws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a non-consenting mortgage shall not be derogated thereby.

20.3 Notwithstanding anything contained in this Article XX to the contrary, no provision in this Declaration or the Bylaws may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of the Act (including but not limited to the prohibition in Section 5311.08 of the Act that the Declaration may not be amended to increase the scope or period of control by the Declarant after there is a Unit Owner other than the Declarant) or the general law, nor may any amendment be made to the percentages of interest in the Common Areas and Facilities of each Unit as set forth in Exhibit "E" hereof except by an amendment to this Declaration unanimously approved by all Unit Owners affected.

20.4 Notwithstanding the foregoing, for purposes of amending this Declaration:

- (a) to submit the Additional Condominium Property to the provisions of the Act, the Declarant need only comply with the provisions of the Act pertaining to the right to add "Additional property" (as defined in the Act) in respect of an "Expandable condominium property" (as defined in the Act); and

- (b) to effect the right reserved to Declarant pursuant to Section 20.1 of this Declaration, Declarant need only comply with the provisions of Section 20.1 of this Declaration and Section 5311.06 of the Act.

ARTICLE XXI
CERTAIN PROVISIONS REQUIRED OR PERMITTED BY THE ACT

Notwithstanding any contrary provision in this Declaration, the Bylaws or any of the other "Condominium Instruments" (as defined in the Act) pertaining to the Condominium Property, each of said condominium instruments is subject to the following:

21.1 Any deposit or down payment made in connection with the sale of a Unit shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of a Unit or forfeited to the Declarant, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) for any period exceeding ninety (90) days shall be credited to the purchaser of a Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Declarant. Deposits and down payments held in trust or escrow pursuant to this Paragraph shall not be subject to attachments by creditors of the Declarant or a purchaser of a Unit.

21.2 Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, neither Declarant nor its agent (as defined in the Act) will retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Association. Notwithstanding the foregoing, the Declarant shall retain an interest consistent with this Declaration and required to insure ingress and egress, from and to the Common Areas and Facilities by the prospective Unit Owners in the Additional Condominium Property.

21.3 The Unit Owners of Condominium Ownership Interests that have been sold by the Declarant or its agent will assume control of the Common Areas and Facilities and of the Association as prescribed in division (C) of Section 5311.08 of the Act. Until the Association is established, the Declarant shall act in all instances where action of the Association or its officers is authorized or required by law or this Declaration. Except as stated in division (C) of Section 5311.08 of the Act, the Declarant or persons designated by it, may appoint and remove members of the Board and other officers of the Association and exercise the powers and responsibilities otherwise assigned by law or the Dec-

laration to the Association, the Board or the officers of the Association. Said authorization shall extend from the date of the establishment of the Association until the earlier of:

- (1) Five (5) years; or
- (2) Thirty (30) days after the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities to purchasers of Units in good faith for value.

21.4 Solely and only to the extent such warranties are required by the provisions of Section 5311.25(E) of the Act, Declarant hereby furnishes a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property or the Additional Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship commencing as follows:

- (a) The two (2) year warranty shall commence (i) as to the Condominium Property submitted by this Declaration, on the date that the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Property, and (ii) as to the Additional Condominium Property, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Additional Condominium Property, in either case to a purchaser of a Unit in good faith for value;
- (b) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest to a purchaser of a Unit in good faith for value;
- (c) In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances, if any, installed and furnished as part of a Unit by Declarant, the valid assignment by the Declarant of

the express and implied warranty of the manufacturer satisfies the Declarant's warranty and obligation with respect to such appliances, and the Declarant's warranty is limited to the installation of said appliances;

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

21.5 The Declarant will assume the rights and obligations of a Unit Owner in his capacity as the owner of Condominium Ownership Interests not yet sold, including, without limitation, the obligation to pay the Common Expenses and Special Charges attaching to such Condominium Ownership Interest, from the date this Declaration is filed for record.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

22.1 No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of a Unit Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same or against any interest in the Common Areas and Facilities except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against liability or loss arising from the claim of any lien against the Unit, or any part thereof, of any other Unit Owner for labor performed or for materials furnished in connection with work on the first Unit Owner's Unit. At the written request of any Unit Owner, the Association shall enforce such indemnity by collection as a Special Charge from the Unit Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtaining a discharge of the lien.

22.2 All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association and the Board, shall be in writing and shall be sent by registered or certified mail, return receipt requested, as the case may be, to the Board at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners; to the Declarant at 1703 Brookpark Road, Cleveland Ohio, 44109, or to such other address as the Declarant may designate from time to time by notice in

writing to all Unit Owners; or to any Unit Owner at such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board. All notices shall be effective when received as evidenced by the return receipt card. Any notice required or permitted to be given to any Occupant shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door of the Unit occupied by such Occupant.

22.3 Each Unit Owner shall furnish written notice to the Secretary of the Association of the name and address of such Unit Owner's first mortgagee and of any change in the name and address of such mortgagee.

22.4 None of the members of the Board or the officers, employees or agents of the Association shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence or bad faith and except as provided herein or in the Bylaws. The Unit Owners, other than any mortgagee acquiring said Unit by reason of foreclosure or a deed in lieu of foreclosure, and the Association shall indemnify and hold harmless each of the members of the Board and the officers, employees or agents of the Association from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the express provisions of the Declaration or the Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas and Facilities bears to the interests of all the Unit Owners in the Common Areas and Facilities. The provisions of this Section do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Board or any other insured under the liability insurance required to be maintained by the Association pursuant to this Declaration.

22.5 The Association may acquire and hold, for the benefit of the Unit Owners, real property and tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Unit Owners in the same proportion as their respective interests in the Common Areas and Facilities. A transfer of a Unit shall automatically transfer

to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

22.6 Each of the covenants, restrictions, easements, terms, conditions, options and rights provided for in this Declaration and the Bylaws (hereinafter referred to as the "Provisions") shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarant and the Association and their respective successors and assigns, and any persons acquiring title to any Unit, together with their respective grantees, heirs, devisees, executors, administrators, personal representatives, successors and assigns.

22.7 The invalidity of any of the Provisions shall not impair or affect in any manner the validity or enforceability of the remaining Provisions.

22.8 The terms used throughout this Declaration and the Bylaws shall have the respective meaning ascribed thereto in the Act except where otherwise expressly defined in this Declaration or in the Bylaws.

22.9 Any inconsistency between the Act and the Declaration and the Bylaws shall, to the extent possible, be resolved in favor of the Declaration and the Bylaws. Any inconsistency between the Declaration and the Bylaws shall, to the extent possible, be resolved in favor of the Declaration.

22.10 Upon the removal of the Condominium Property from the Act (pursuant to Section 5311.17 of the Act), all easements, covenants and other rights, benefits, privileges, impositions and obligations created pursuant to this Declaration shall terminate and be of no further force or effect, except that such removal shall not release any Unit Owner in respect of any liability that shall have arise prior to such removal.

22.11 No covenants, restrictions, conditions, obligations or provisions contained in this Declaration, in the Bylaws or in the Rules shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22.12 Except as otherwise expressly provided in the Act, neither Declarant, nor any of its officers or shareholders, nor any employee, agent, successor or assign of Declarant, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accord-

ance with any authority granted or delegated to them or any of them by or pursuant to this Declaration or by the Bylaws.

22.13 The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, wherever the context so requires.

22.14 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium development (as defined in the Act).

22.15 All Exhibits referred to in this Declaration are attached hereto and constitute an integral part of this Declaration.

ARTICLE XXIII
RULES AGAINST PERPETUITIES

If any of the Provisions shall be in violation of the Rule against Perpetuities or any other analogous or comparable statutory or common law rule such of the Provisions as shall be so affected thereby shall continue in effect only until twenty-one (21) years after the death of the last survivor of the now living partners of the law firm of Boukalik and Linden, Cleveland, Ohio.

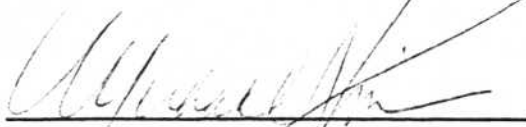
ARTICLE XXIV
MARGINAL REFERENCES


The heading of each Article of this Declaration is inserted for convenience and reference only and in no way shall be held to explain, modify, amplify or limit the meaning of any such Article.

IN WITNESS WHEREOF, Condominium Concepts, Inc. an Ohio Corporation, the Declarant, has executed this Declaration by its duly authorized officers this 5th day of October, 1983.

In the Presence of:

CONDOMINIUM CONCEPTS, INC.





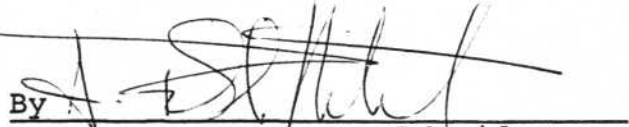


By _____
President

By _____
Secretary

EXHIBIT "B"
TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being all of Sublot Nos. 193 through 211, inclusive, and part of Falkener Road, (Proposed), in a Reallotment of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 49, as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, and part of Parcel 50 in the Re-Subdivision, of part of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 39 and 49, as shown by the recorded plat in Volume 110 of Maps, Page 17 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North $00^{\circ} 15' 30''$ East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North $89^{\circ} 44' 30''$ West, 50.00 feet to the Southeasterly corner of Sublot No. 211, in the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North $89^{\circ} 44' 30''$ West, along the Southerly line of said Sublot No. 211, 170.00 feet to the Southwesterly corner thereof;

Thence North $14^{\circ} 27' 00''$ West, along the Westerly line of Sublot Nos. 211 through 204, inclusive, 827.10 feet to the Northwesterly corner of said Sublot No. 204;

Thence North $23^{\circ} 41' 13''$ East, along the Northwesterly line of Sublot Nos. 203, 202 and 201, 327.18 feet to the Northwesterly corner of Sublot No. 201;

Thence North $00^{\circ} 15' 30''$ East, along the Westerly line of Sublot Nos. 200 through 196, inclusive, 500.00 feet to the Northwesterly corner of said Sublot No. 196;

Thence North $14^{\circ} 53' 09''$ West, along the Westerly line of Sublot Nos. 195, 194 and 193, 284.90 feet to the Northeasterly corner of Sublot No. 192;

Thence South $61^{\circ} 52' 10''$ West, along the Northwesterly line of said Sublot No. 192 and the Southwesterly prolongation of said Northwesterly line, 290.65 feet to the centerline of Falkener Road, 60 feet wide, (Proposed);

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Condominium Concepts, Inc., an Ohio Corporation, by J. Richard Moskow Jr., its President, and DAN J. MOSKOW JR., its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of Condominium Concepts, Inc., and each of them personally and as officers of Condominium Concepts, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, and hereby certify the foregoing acknowledgement, this 27 day of July, 1983.

Linda A. Quinn
NOTARY PUBLIC

LINDA A. QUINN
Notary Public for the State of Ohio
My Commission Expires April 29, 1988

This instrument prepared by:

Michael J. Linden, Esq.
Boukalik & Linden
500 National City Bank
Building
Cleveland, Ohio 44114
(216) 621-0590

EXHIBIT "A"
TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF PARCEL NO. 1

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Sublot Nos. 210, 206 and all of Sublot Nos. 209, 208 and 207 in a Reallotment of the Van Sweringen Cos. Shaker Country Estates Subdivision No. 32 of part of Original Warrensville Township Lot No. 49 as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North $00^{\circ} 15' 30''$ East along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North $89^{\circ} 44' 30''$ West, 50.00 feet to the Southeasterly corner of Sublot No. 211 in the Westerly line of said Richmond Road;

Thence North $00^{\circ} 15' 30''$ East, along the Westerly right-of-way line of said Richmond Road, 132.17 feet to a point, and the principal place of beginning of the parcel of land described herein;

Thence North $89^{\circ} 44' 30''$ West parallel with the Southerly line of Sublot No. 210, 204.69 feet to a point on the Westerly line of Sublot No. 210;

Thence North $14^{\circ} 27' 00''$ West, along the Westerly line of Sublot Nos. 210, 209, 208, 207 and 206, 476.20 feet to a point;

Thence South $89^{\circ} 44' 30''$ East, parallel with the Northerly line of Sublot No. 206, 122.39 feet to a point of curvature;

Thence Southeasterly, along an arc deflecting to the right 64.20 feet, said arc having a central angle of $25^{\circ} 22' 00''$, a radius of 145.00 feet and a chord bearing South $77^{\circ} 03' 30''$ East, 63.67 feet to a point of curvature;

Thence Southeasterly, along an arc deflecting to the left 31.88 feet, said arc having a central angle of $25^{\circ} 22' 00''$, a radius of 72.00 feet and a chord bearing South $77^{\circ} 03' 30''$ East, 31.62 feet to a point;

Thence South $89^{\circ} 44' 30''$ East, parallel with the Northerly line of said Sublot No. 206, 110.25 feet to a point on the Westerly right-of-way line of Richmond Road;

Thence South $00^{\circ} 15' 30''$ West, along the Westerly right-of-way line of said Richmond Road, 439.68 feet to the principal place of beginning, be the same more or less. Bearings are to an assumed meridian and are used to denote angles only.

EXHIBIT "B"
TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being all of Sublot Nos. 193 through 211, inclusive, and part of Falkener Road, (Proposed), in a Reallotment of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 49, as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, and part of Parcel 50 in the Re-Subdivision, of part of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 39 and 49, as shown by the recorded plat in Volume 110 of Maps, Page 17 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North $00^{\circ} 15' 30''$ East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North $89^{\circ} 44' 30''$ West, 50.00 feet to the Southeasterly corner of Sublot No. 211, in the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North $89^{\circ} 44' 30''$ West, along the Southerly line of said Sublot No. 211, 170.00 feet to the Southwesterly corner thereof;

Thence North $14^{\circ} 27' 00''$ West, along the Westerly line of Sublot Nos. 211 through 204, inclusive, 827.10 feet to the Northwesterly corner of said Sublot No. 204;

Thence North $23^{\circ} 41' 13''$ East, along the Northwesterly line of Sublot Nos. 203, 202 and 201, 327.18 feet to the Northwesterly corner of Sublot No. 201;

Thence North $00^{\circ} 15' 30''$ East, along the Westerly line of Sublot Nos. 200 through 196, inclusive, 500.00 feet to the Northwesterly corner of said Sublot No. 196;

Thence North $14^{\circ} 53' 09''$ West, along the Westerly line of Sublot Nos. 195, 194 and 193, 284.90 feet to the Northeasterly corner of Sublot No. 192;

Thence South $61^{\circ} 52' 10''$ West, along the Northwesterly line of said Sublot No. 192 and the Southwesterly prolongation of said Northwesterly line, 290.65 feet to the centerline of Falkener Road, 60 feet wide, (Proposed);

Thence Northwesterly along the centerline of Falkener Road, (Proposed), and the arc of a circle deflecting to the left, 79.64 feet, said arc having a radius of 1276.17 and a chord bearing North $31^{\circ} 28' 56''$ West, 79.63 feet to a point;

Thence North $45^{\circ} 10' 50''$ East, and parallel with the centerline of Letchworth Road, 60 feet wide, 880.24 feet to the Westerly line of said Richmond Road;

Thence South $00^{\circ} 10' 50''$ West, along the Westerly line of said Richmond Road, 327.75 feet to an angle point;

Thence South $00^{\circ} 15' 30''$ West, along the Westerly line of said Richmond Road, 2100.06 feet to the principal place of beginning, be the same more or less, but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

Excepting therefrom the premises described in "Exhibit A" herein.