

ATTACHMENT 1

Provided Pursuant to §5311.26 (J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments. The Purchaser has the right to review the condominium instruments and should review them prior to entering into a contract for the purchase of a unit.

2. Purchaser's Right to Void the Contract. In the event that a contract for the purchase of a unit is executed in violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code, (setting forth certain requirements to be complied with and disclosures to be made by the Declarant), the contract shall be voidable by the Purchaser for a period of 15 days after the later to occur of the following dates:

A. The date of the execution by both the Purchaser and the Declarant of the purchase contract; and

B. The date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Ohio Revised Code.

Upon exercise of a Purchaser's right to void the contract, the Declarant or his agent shall refund fully and promptly to the Purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the Purchaser or for which the Purchaser is liable in connection with the void sale.

3. Conditions for the Return of Deposits. A Purchaser who wishes to void his purchase contract because of a violation of Section 5311.25 or 5311.26 of the Ohio Revised Code and obtain a return of his deposit, must notify the Declarant in writing prior to the expiration of the previously mentioned 15-day period. There are no other conditions under the purchase contract for the return of the Purchaser's deposit except where a contract contingency, if any, is not met, and the contract requires the return of the deposit.

4. Rights of Purchasers under Section 5311.27.

A. In addition to any other remedy available, a purchaser has the rights described in paragraph numbered 2 of this attachment with regard to voiding the purchase contract.

B. Any declarant or agent who sells a condominium unit in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code shall be liable to the purchaser in an amount equal to the difference between the amount paid for the unit and the least of the following amounts:

1. The fair market value of the unit as of the time the suit is brought;

2. The price at which the unit is disposed of in a bona fide market transaction before suit; and

3. The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of \$500 for each violation against each purchaser bringing an action under this division, together with court costs and reasonable attorneys' fees. If the purchaser complaining of the such violation has brought or maintained an action he knew to be groundless or in bad faith and the declarant or agent prevails, the court shall award reasonable attorneys' fees to the declarant or agent.

C. Subsection 5311.27 (C) of the Ohio Revised Code permits the attorney general to pursue certain remedies under certain circumstances which, if successful, could benefit the purchasers or prospective purchasers of units in the condominium.

ATTACHMENT 2

to

Development Statement - Bob-O-Link Condominium North

GENERAL STATUS OF CONSTRUCTION
(March 31, 1983)

As of March 31, 1983, all construction was complete, except for the addition of the awnings over the patios in the rear of Building 2 on Parcel 2. The awnings are expected to be installed in the spring of 1983, when weather permits. All sixteen Units were finished, the garages and landscaping had been completed, and all cement work and asphalt paving were in place.

ATTACHMENT 3
to
Development Statement - Bob-O-Link Condominium North

TWO-YEAR PROJECTION OF ANNUAL
EXPENDITURES NECESSARY TO OPERATE
AND MAINTAIN THE COMMON AREAS AND
FACILITIES OF THE CONDOMINIUM DEVELOPMENT

For the purposes of this Development Statement, the fiscal year 1983 commences January 1, 1983, and ends December 31, 1983, and the fiscal year 1984 commences January 1, 1984, and ends December 31, 1984.

1. OVERALL PROJECTION.

<u>Item</u> <u>Operating Expenses</u>	<u>Fiscal 1983</u> <u>Cost</u>	<u>Fiscal 1984</u> <u>Cost</u>
A. Common Electric	\$ 768.00	\$ 768.00
B. Sewer	1,728.00	1,728.00
C. Grounds Maintenance	1,536.00	1,536.00
D. Rubbish Removal	960.00	960.00
E. Snow Removal	576.00	576.00
F. Management Fee	1,920.00	1,920.00
G. Accounting Services	1,920.00	1,920.00
H. Legal Services	384.00	384.00
I. Insurance	1,920.00	1,920.00
J. Reserves	<u>1,728.00</u>	<u>1,728.00</u>
Total	<u>\$13,440.00</u>	<u>\$13,440.00</u>

2. ASSUMPTIONS AND BASES OF THE PROJECTION.

A. All projections have been provided to Declarant by Paul A. Weber, dba Paul Weber, Builder, a sole proprietorship, who is the current property manager for the project. The figures are based on actual expenses incurred at other residential complexes of the same approximate size and characteristics, located in the same geographic area, and are projected in accordance with the rates of

increase in such expenses experienced in past years. The projections given for grounds maintenance, snow removal, management fees and accounting services are firm figures so long as the initial Management Agreement remains in effect.

B. The cost of insurance for the Condominium is based on a projection provided to Declarant by Douglas C. VanNostran, insurance agent. The projection is based upon the following coverages being provided:

- (1) Liability insurance concerning occurrences with respect to the Common Areas and Facilities, with a limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (2) Fire and extended coverage, vandalism and optional perils insurance with a limit of \$550,000.00 covering improvements upon each of the Parcels and subject to a deductible amount of \$100.00. (Each Unit owner should obtain tenants' improvements and betterments insurance for improvements which such owner may add to his Unit and for contents owned by the resident of each Unit, whether such contents are located within the Unit or in Limited or general Common Areas).
- (3) Excluding officers and directors insurance. The projections contained herein do not include the cost of officers and directors insurance. Generally, such insurance is not readily available during the time that a declarant has a substantial number of votes in the Association.

C. The Condominium instruments require the establishment of a reserve in an amount deemed adequate by the Board to maintain a fund for the cost of unexpected repairs and replacements of capital improvements or for the repair and replacements of capital improvements or 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 established. The amount which is to be placed in this reserve for unexpected repairs and replacements is \$1,728.00 for fiscal 1983 and another \$1,728.00 for fiscal 1984.

D. The Association will act as agent for the owners in accepting real estate tax prorations at individual closings, paying tax bills until the taxes are split out by the county Auditor and billed separately to each Unit, and collecting said proportionate shares from the owners. Since this is not a common expense and is being collected and paid by the Association only as a convenience for the individual Unit owners, such amounts have not been included in the budget.

3. ESTIMATED MONTHLY COST PER UNIT OF SUCH ANNUAL EXPENDITURES NECESSARY TO OPERATE AND MAINTAIN THE COMMON AREAS AND FACILITIES.

The estimated monthly cost per Unit during fiscal 1983 and fiscal 1984 for each of the 16 Units is \$70.00 (which totals \$1,120.00 per month for the 16 Units combined).

4. FORMULA FOR DETERMINING EACH UNIT'S SHARE OF COMMON EXPENSES.

Each Unit's share of Common Expenses is calculated by multiplying the common Expenses by each Unit's respective fractional interest in Common Areas and Facilities. The fractional interest for each of the Units is 1/16th.

5. TAXES AND DESCRIPTION OF THE BASIS OR FORMULA USED IN ARRIVING AT THESE AMOUNTS.

Each Unit in Parcel 1 is a separate tax parcel. Real estate taxes for the first half of 1982 were \$460.91 for each Unit, which totals \$921.82 for the year and would amount to approximately \$76.82 per month (the taxes, however, are billed semi-annually). It is impossible to know what the real estate taxes for these Units will be for 1983 and thereafter, although the amount of the current taxes should provide some guideline for a prospective purchaser.

At the time of this Statement, the property described as Parcel 2 is still part of a larger tax parcel which has not yet been split for real estate tax purposes. Taxes for the first half of 1982 on the entire tax parcel were \$2,146.75.

If these taxes for the first half of 1982 on the entire tax parcel of which Parcel 2 is a part were to be divided among the Units on the basis of their respective percentage interests in the Common areas and Facilities, the tax liability would be approximately \$134.18 for each Unit for the first half of 1982, which is approximately \$268.35 per year and \$22.36 per month per Unit (although taxes are billed semi-annually).

Declarant has no way of knowing what value will be placed on each Unit by the Stark County Auditor when separate tax parcels are created for each Unit in Parcel 2, nor does Declarant know what the tax rates will be for 1983 and later years. If the Units in Parcel 2 and their respective percentage interests in the Common Areas and Facilities are valued for tax purposes at 35% of the prices stated in Item B-2 of the Development Statement, if the tax rate remains at the rate established for 1982, and assuming that the tax reduction factor and rollback currently in effect remain as they are today, the real estate taxes applicable to each Unit in Parcel 2 would be approximately \$867.43 per year, which amounts to approximately \$72.29 per month (again, these taxes are actually billed semi-annually). Declarant would expect, however,

that the actual tax liability for the Units in Parcel 2 would be the same as or very close to those for the Units in Parcel 1, and, therefore, higher than the amounts calculated in this paragraph.

The projections and explanations set forth above do not include any of the following tax liabilities:

- (a) Assessments. (There are currently no unpaid assessments against the property, and Declarant has not received any notice of pending assessments or improvements to be made by public authorities which could become assessments.)
- (b) Personal property taxes levied against any property being conveyed with the Units or purchased by and placed in the Units by owners.
- (c) Income or other taxes levied upon the Unit owner and not otherwise described herein.

If the present statutory provisions remain in effect, a Unit owner who occupies his Unit as his principal residence would be entitled to an additional 2-1/2% reduction on the real estate taxes shown in the last projection, above.

At the closings of the respective Units in Parcel 2, Declarant expects that prorated taxes would be paid to escrow funds. In the event that taxes for any applicable period have not been "split" for each of the 8 Units in Parcel 2 by the Stark County Auditor, then the escrow agent shall divide the bill among the owners of all of those Units in proportion to the respective percentage interests in the Common Areas and Facilities. The escrow agent shall then use the funds in each escrow account to pay the taxes and will bill the respective Unit owners for any remaining amounts necessary to pay that owner's share of the tax bill. Upon division of the Units in Parcel 2 into separate tax parcels by the County Auditor, the escrow agent shall return the amounts, if any, in the escrow funds to those respective Unit owners.

6. INSURANCE AND DESCRIPTION OF BASIS OR FORMULA USED IN ARRIVING AT THESE AMOUNTS.

The projected cost of insurance to be carried by the Association is described in Sections 1.I. and 2.B., above. The per-Unit monthly cost of such insurance for both fiscal 1983 and fiscal 1984 (which costs are included in the "ESTIMATED MONTHLY COST PER UNIT OF SUCH ANNUAL EXPENDITURES NECESSARY TO OPERATE AND MAINTAIN THE COMMON AREAS AND FACILITIES" stated in Section 3, above) is \$10.00 per month for each Unit during 1983 and 1984 (which totals \$160.00 per month for the 16 Units combined).

Declarant has no way of projecting the monthly cost of the following insurance which would be carried and paid for by the individual Unit owner or resident:

A. Liability insurance carried by the Unit owner or resident covering occurrences involving an individual Unit. The cost of such insurance will be affected by the extent and amount of coverage desired.

B. Tenants' improvements and betterments insurance and contents insurance carried by the Unit owner or resident covering improvements which such person adds to the Unit and contents owned by the resident of the Unit, whether such contents are located within the Unit or in Common Areas. The cost of such insurance will be affected by the value of such improvements and contents and by the extent of coverage desired.

C. Any other insurance carried by the Unit owner or resident and not otherwise described herein.

7. MONTHLY COST OF UTILITIES.

The projected cost of common electricity and sewer fees to be paid by the Association is described in subsections A and B of Section 1, above. The projected cost of these items during both fiscal 1983 and fiscal 1984 for the entire Condominium is \$2,496.00 each year. The per-Unit average monthly costs of such utilities (which are included in the "ESTIMATED MONTHLY COST PER UNIT OF SUCH ANNUAL EXPENDITURES NECESSARY TO OPERATE AND MAINTAIN THE COMMON AREAS AND FACILITIES" stated in Section 3, above) is \$13.00 per month for each Unit during 1983 and 1984 (which totals \$208.00 per month for the 16 Units combined).

8. OTHER COSTS, FEES, AND ASSESSMENTS
REASONABLY ASCERTAINABLE BY DECLARANT.

The per-Unit, average monthly costs of other costs, fees, and assessments reasonably ascertainable by Declarant, including grounds maintenance, rubbish removal, snow removal, management fee, accounting services, legal services, and reserves (in other words, all items in the budget set forth in Section 1, above, not already broken down per-Unit, per month in the preceding Sections dealing with insurance and utility expenses) is \$47.00 per month for each Unit during both 1983 and 1984 (which totals to \$752.00 per month for the 16 Units combined).

ATTACHMENT 4

to

Development Statement -- Bob-O-Link Condominium North

MANAGEMENT AGREEMENT
for
BOB-O-LINK CONDOMINIUM NORTH

This agreement made August 18, 1981, between Bob-O-Link Condominium North Owners' Association, a not-for-profit corporation organized under the laws of the State of Ohio ("the Association"), and Paul A. Weber, dba Paul Weber, Builder, a sole proprietorship, ("Agent").

In consideration of the terms, conditions, and covenants set forth below, the parties mutually agree as follows:

1. EXCLUSIVE AGENCY

(a) Location. The Association hereby appoints Agent, and Agent hereby accepts such appointment, on the terms and conditions provided below, as exclusive managing agent of the Condominium Property known as Bob-O-Link Condominium North, located at 7701-7715 Peachmont Avenue, N.W., North Canton, Ohio 44720, and presently consisting of eight Units which may be expanded to include as many as 350 Units.

(b) Scope. Agent fully understands that the function of the Association is the administration, operation, and management of the Condominium Property. Agent will, notwithstanding the authority given to him in this Agreement, confer fully and freely with the Association's Board of Managers or the Board's designee in the performance of Agent's duties as set forth below and will attend meetings of the Board of Managers and meetings of the members of the Association at any time or times requested by the Board of Managers. It is further understood that the authority and duties conferred upon Agent are generally confined to the Common Areas and Facilities and the Limited Common Areas and Facilities defined in the Declaration of Condominium Ownership, subject to the exceptions set forth below. Such authority and duties do not and shall not include supervision or management of Units, except as is provided below or directed by the Board of Managers.

2. PLANS AND SPECIFICATIONS

In order to facilitate efficient operation, the Association shall furnish Agent with a complete set of the plans and specifications of the Condominium Development, and with the aid of these documents and any inspections deemed appropriate, Agent will inform himself with respect to the layout, construction, location, character, plan, and operation of the lighting, heating, plumbing, and ventilating systems, and other mechanical equipment in the Condominium Property. Copies of guarantees and warranties pertinent to the construction of the Condominium Property and in force at the time of the execution of this Agreement shall be furnished to Agent.

3. AGENT'S MANAGERIAL PERSONNEL

Agent shall hire in his own name all managerial personnel he deems necessary for the efficient discharge of the duties of Agent hereunder. Compensation for the services of such managerial employee(s) shall be Agent's responsibility. Those employees of

of the Condominium Property to be maintained according to standards acceptable to the Board of Managers of the Association, subject to any limitations imposed by the Association in addition to those contained herein.

For any one item of repair, replacement, or refurnishing, the expense incurred shall not exceed the sum of One Thousand Dollars (\$1,000.00) unless specifically authorized by the Board of Managers or its designee; provided, however, that emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of any part of the Condominium Property, or for the safety of persons, or required to avoid suspension of any necessary services to the Condominium Property -- all as reasonably determined by Agent in the exercise of good faith -- may be made by Agent irrespective of the above cost limitation. Notwithstanding this authority as to emergency repairs, it is understood that Agent will, if at all possible, confer immediately with members of the Board of Managers of the Association or the Board's designee regarding emergency expenditures. Agent shall not incur liabilities (direct or contingent) that will at any time exceed the aggregate of Two Thousand Dollars (\$2,000.00) without first obtaining the written approval of the Board of Managers.

In addition, Agent shall perform such maintenance, repair, and service work for any Unit or portion thereof which either: (1) the Board of Managers (or its designee), in its (or his) sole discretion, or (2) Agent, in his sole discretion, determines to be reasonably necessary for the public safety or in order to prevent damage to or destruction of any part of the Common or Limited Common Areas and Facilities or of another Unit.

(f) Access. Agent shall have access to the Common and Limited Common Areas and Facilities of the Condominium Property, which do not require entry into or through a Unit, at all times. Agent shall also have access to all other Common and Limited Common Areas and Facilities and to all Units under the circumstances and conditions set forth in Sections 4.1(g) and 4.2 of the Bylaws.

(g) Compliance with Legal Requirements. Agent shall take such actions as may reasonably be necessary to comply promptly with any or all orders or requirements affecting Common and Limited Common Areas and Facilities of the Condominium Property of any federal, state, county, township, or municipal authority having jurisdiction thereover or other similar bodies, subject to the same limitation contained in subsection (e) of this Section in connection with the making of repairs and alterations. Agent, however, shall not take any action under this paragraph so long as the Association is contesting or has stated its intention to contest any such order or requirement. Agent shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Board of Managers in writing of all such orders and notices of requirements.

(h) Securing Services and Goods. Subject to approval by the Board of Managers or its designee, Agent shall enter into agreements for electricity, gas, telephone, refuse removal, vermin extermination, and other services which are reasonably necessary or deemed advisable by the Association; and shall make purchases or place orders for such equipment, tools, vehicles, appliances, goods, supplies, and materials as are in the good faith judgment of

Agent, reasonably necessary to perform his duties, including the maintenance upkeep, repair, replacement, refurnishing, and preservation of the Condominium Property for which he is responsible. All such contracts, orders, and purchases shall be subject to the limitations set forth in subsection (e) of this Section and may be made in the name of the Association, or in Agent's discretion, in the name of Agent.

When making or placing orders for such purposes, Agent shall act at all times under the direction of the Board of Managers or its designee and shall be under a duty to secure for and credit to the Association any discount, commission, or rebates obtainable as a result of such purchases. Agent shall make reasonable efforts to obtain the best price available, all factors considered.

(i) Insurance. Agent shall cause to be placed and kept in force all forms of insurance required by the Declaration and Bylaws upon written authorization from the Board of Managers, including fire and extended coverage insurance, liability insurance, insurance for the Board of Managers and officers, and workers' compensation insurance if applicable, and such other insurance requested by the Board of Managers, for the benefit of the Association, members of the Board, officers, Unit owners, and mortgagees holding mortgages on Units, to the extent applicable, as their respective interests may appear (or as required by law). All of the various types of insurance coverage so required or requested shall be placed with such companies, in such amounts, and with such beneficial interests obtained therein as shall be acceptable to the Board of Managers or its designee. Agent shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the subject matter of such insurance coverage, including any damage to or destruction of the Condominium Property (including Units) and the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

(j) Forms, Reports, and Returns. Agent shall prepare for execution by the Association all forms, reports, and returns required by law in connection with employment insurance, workers' compensation insurance, disability benefits, Social Security benefits, federal and state income taxes, and other taxes now in effect or hereafter imposed (all to the extent applicable) and also in connection with any applicable requirements relating to the employment of personnel.

(k) Association's Records. Agent shall maintain the Association's minute books, membership lists, and list of "Mortgagees of Units," and shall give notice of meetings of the members of the Association and meetings of the Board of Managers as provided in the Bylaws. Agent shall also maintain a comprehensive system of office records, books, and accounts in a manner satisfactory to the Board of Managers or its designee, including all financial records, books, accounts, and other records which the Association is required to keep by law or by the Declaration or Bylaws. All of such records shall be available for inspection by members of the Board of Managers, Unit owners, and any approved mortgagee (as that term is defined in Section 1.10(b) of the Declaration) holding a first mortgage on one or more Units, and any representative of such parties duly authorized in writing, at such reasonable times during normal business hours as may be requested. As a standard practice, Agent shall provide the Board of Managers, not later than the tenth day of each succeeding month, with a statement of receipts and disbursements as of the end of every month.

(q) Operating Budget. Agent shall prepare with the assistance of an accountant, if necessary, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for each fiscal year, based on the then current schedule of periodic assessments and taking into account the general condition of the Association and the Condominium Property, which budget shall comply with the requirements of the Bylaws. Each such budget, together with a statement from Agent outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted to the Board of Managers in final draft, as a proposal to be considered for adoption by the Board, no later than the first week of the tenth month of the fiscal year immediately preceding the fiscal year for which such budget has been submitted.

Following the adoption of a budget by the Board of Managers, such budget shall serve as a supporting document for the schedule of periodic assessments proposed for the fiscal year. It shall also constitute a major control under which Agent shall operate. There shall be no substantial variations therefrom except as may be authorized by the Board of Managers or its designee and except for emergencies as elsewhere provided herein; that is, no expenses may be incurred or commitments made by Agent in connection with the maintenance and operation of the Condominium Property in excess of the amounts allocated to the various classifications of expense in the approved budget without prior authorization of the Board of Managers or its designee, unless: (1) there is insufficient time to obtain such prior authorization and (2) the overrun is brought promptly to the attention of the Board of Managers or its designee in writing.

(r) Employment of Experts. Agent shall retain and employ attorneys at law, tax consultants, certified public accountants, and such other experts and professionals whose services Agent may reasonably require to effectively perform his duties and exercise his powers hereunder. The Association reserves the right to employ such professionals and experts on its own account as it may desire, but the employment of the same by the Association shall in no way affect Agent's right to employ and continue the employment of the professionals and experts which he has or will employ, nor in any way relieve the Association of its obligation to pay its share of the costs of professionals and experts retained by Agent, as elsewhere provided herein.

(s) Rental Duties. Agent shall actively handle the renting or sublease of any Units which the Association may own or lease, arranging for the execution of such leases or subleases as may be required.

(t) Transfers and Leases by Unit Owners. Agent shall investigate all notices of transfers or proposed transfers of any interest in Units given pursuant to Section 6.1 of the Bylaws whenever the Board of Managers or its designee advises Agent that such notice or notices have been received. Agent shall report the findings of such investigations, together with a recommendation of whether to allow the transfer or to purchase (or find a purchaser for) the interest which is the subject of each notice. Agent shall also establish and maintain a file of all written leases under which any Units have been leased or subleased and cause such leases to be reviewed for conformity with the provisions of Section 4.80 of the Declaration; provided, however, that Agent shall not be liable for failure to detect and report to the Board of Managers or its designee any nonconforming provisions, unless such failure is the result of gross negligence. Such file of leases shall be available for inspection at all reasonable hours by the members of the Board of Managers.

(u) Vending Machines. Agent shall install on the Condominium Property such pay telephones and coin vending machines or coin operated equipment, either owned or rented by the Association, and at such locations, as the Board of Managers may from time to time direct. Any profit from the operation of any such machines and equipment shall be allocated to the maintenance, repair, administration, and upkeep of the Condominium Property for which Agent is responsible.

(v) Notice of Rules, Regulations, and Notices. Agent shall give Unit owners and residents of Units written and other appropriate notice of any rules, regulations, and directives as may be adopted, modified, or supplemented from time to time by the Board of Managers.

(w) Miscellaneous Duties. Agent shall perform such other acts and deeds as are reasonably necessary in the discharge of his duties under this Agreement.

5. SUFFICIENCY OF ASSESSMENTS

The Association agrees that it will not reduce the assessments so that the amounts produced thereby are less than the amounts necessary to pay all items set forth in Section 6, below.

Everything done by Agent under the provisions of Section 4, above, shall be done as agent of the Association, and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association, except that the Association shall not be obligated to pay the overhead expenses of Agent's office.

It is specifically understood that Agent does not undertake to pay any assessments from his own funds and shall only be required to perform his services, make distributions, and incur any liability or obligation for the account of the Association to the extent that, and so long as, payments received from assessments and other revenue, if any, of the Association shall be sufficient to pay the costs and expenses of such services and the amounts of such disbursements and such liabilities or obligations incurred.

If it shall appear to Agent that the assessments and other revenue, if any, of the Association are insufficient to pay the same and to fund reserves adequately, Agent shall notify the Association in detail of that fact and request the Association to increase the periodic assessments. Failure on the part of the Association to do so within a reasonable time shall give Agent the option of declaring a breach of the Association's obligations under this Agreement.

6. APPLICATION OF ASSESSMENTS

All assessments and other revenues, if any, of the Association, which Agent shall collect, shall be applied as follows:

(a) Insurance. First, to the payment of premiums on insurance policies carried by the Association and by Agent on behalf of the Association.

(b) Agent's Fee. Second, to the payment of Agent's fee as set forth below in Section 7.

(c) Utilities. Third, to the payment of utilities supplied to the Common Areas and Facilities of the Condominium Property.

(d) Balance. Lastly, the balance shall be utilized, applied, disbursed, and otherwise expended or reserved by Agent to pay the

costs and expenses of the services rendered by Agent under this Agreement. "Costs and expenses of services" as used herein shall include any and all cost or expense incurred by Agent in the performance of any of his duties or the exercise of any of his powers pursuant to this Agreement. By way of illustration and not of limitation, such costs and expenses of services shall include:

(i) PRIVATE ROAD. The Association's share of the cost of maintenance and upkeep, including paving, landscaping, and relandscaping, of the private driveway(s) in the Condominium Property.

(ii) CONDOMINIUM PROPERTY. Costs attributable to the maintenance, repair, and upkeep of the Condominium Property, to the extent provided in Section 4, above;

(iii) MATERIALS AND SUPPLIES. The cost of all motor vehicles, tools, equipment, goods, wares, materials, and supplies of every nature and description attributable to, and reasonably required by Agent in and about the performance of, his services or reasonably necessary for the utilization and enjoyment of the private road; and

(iv) PROFESSIONALS AND EXPERTS. Notwithstanding the provisions of Section 5, above, relating to Agent's overhead expenses, the fees of attorneys at law, certified public accountants, and other professionals and experts employed by Agent under the terms of this Agreement and attributable to services rendered in accordance with Section 4(r), above.

7. AGENT'S COMPENSATION

It is specifically understood and agreed that Agent shall perform all of the services required of it hereunder at no cost or expense whatever to himself, but solely at the cost and expense of the Association and/or others, as elsewhere provided herein.

As compensation for the services hereunder Agent shall receive a net fee of Ten Dollars (\$10.00) per Unit per month for the first year of the term of this Agreement and Ten Dollars (\$10.00) per Unit per month for the second year of this term.

8. SERVICE TO UNITS

Subject to the exceptions specified in the last paragraph of Section 4(e), above, this Agreement does not contemplate, nor is Agent responsible for or required to perform, the upkeep and repair of that part of the Condominium Property which is the responsibility of the individual Unit owners. Agent may, however, in his absolute discretion perform such services as are requested by a Unit owner or resident of a Unit, including maintenance and repair work and acting as an agent for a Unit owner in the lease or sale of his Unit; and Agent may charge such Unit owner or resident who shall have requested said service of Agent an amount agreed upon by Agent and the Unit owner or resident.

9. OFFICE FACILITIES

The Association shall provide Agent with office facilities which may be, or which may become under changing circumstances, reasonably necessary for the performance of Agent's duties hereunder,

including suitable residence and office facilities for a resident manager if and when Agent and the Board of Managers agree that a resident manager should be employed.

10. INTERFERENCE

The Association shall not interfere nor permit, allow, or cause any of its officers, members of the Board of Managers, or members of the Association to interfere with Agent in the performance of his duties or the exercise of any of his powers hereunder.

11. TERM OF AGREEMENT

This Agreement shall be in effect from September 1, 1981, through August 31, 1983; and thereafter for yearly periods from time to time: (1) unless sooner terminated under the provisions of Section 12 or 13, below, or (2) unless either party hereto shall give the other 90 days written notice that it elects to terminate this Agreement, in which case this Agreement shall thereby be terminated upon the expiration of such 90-day period, without penalty; provided, however, that in all events this Agreement shall terminate no later than one year after the date on which owners of Units which have been sold by the Developer of the Condominium Property assume control of the Common Areas and Facilities and of the Association, as provided in the Association's Bylaws, unless this Agreement is then renewed by a vote of the Unit owners. This Agreement may be terminated at any time by mutual consent, in writing, of the parties.

12. DEFAULT BY ASSOCIATION

If the Association or its members shall interfere with Agent in the performance of his duties and the exercise of his powers hereunder or if the Association shall fail to promptly do any of the things required of it hereunder, including, but not limited to, the assessment of its members in amounts sufficient to defray in full Agent's costs and expenses as herein defined after notice and request from Agent pursuant to Section 5, above, and to otherwise pay all of the sums mentioned in Section 6, above, then Agent may give written notice to the Association of such default, by delivering the notice to any officer of the Association or any member of the Board of Managers, and unless the Association cures such default within thirty (30) days after receipt of such notice, Agent may declare this Agreement in default.

Upon default, Agent may, in addition to any other remedy available to him by agreement or in law or in equity, terminate this Agreement, and/or bring an action against the Association for damages and/or for specific performance and/or for such other rights and remedies as he may have.

All of the rights of Agent, on default, shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other additional remedies.

13. DEFAULT BY AGENT

Failure by Agent to perform substantially his duties and obligations under this Agreement, for a continuous period of thirty (30) days after written notice of default from the Association, specifying the default complained of, shall be grounds for the Association's cancellation of this Agreement.

14. TERMINATION OF CONDOMINIUM OWNERSHIP OR ASSOCIATION

If the Condominium Property shall be removed from the provisions of the Ohio Condominium Property Act, each of the Unit owners who shall thereby become a tenant in common shall, as to his separate interest, be a party to this Agreement and bound by the provisions hereof as if he were an original signatory to it; and Agent shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

If the Association shall be terminated, each Unit owner shall likewise be a party to this Agreement and bound by the provisions hereof as if he were an original signatory to it, and this Agreement shall continue in full force and effect.

15. MISCELLANEOUS

(a) Definitions. The terms used herein shall have the meanings as set forth in the Declaration of Condominium Ownership for Bob-O-Link Condominium North, unless the context otherwise requires.

(b) Action by the Association or Board of Managers. Nothing contained or omitted from this Agreement shall be deemed to prevent the Association from acting through the Board of Managers or through a vote of the Association's membership as a whole when required by the Declaration or Bylaws, nor to prevent the Board of Managers from selecting a designee to serve in its stead with respect to any of the provisions of this Agreement.

(c) Headings. The headings to each Section and to subsections hereof are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

(d) Severability. If any Section, subsection, sentence, clause, phrase, or word of this Agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein. The remainder of this Agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at North Canton, Ohio, on the date indicated above.

BOB-O-LINK CONDOMINIUM NORTH
OWNERS' ASSOCIATION

By Paul A. Weber

By James H. Hastings

By William H. Bauman

BOARD OF MANAGERS

Paul A. Weber
PAUL A. WEBER, aka PAUL WEBER,
BUILDER, A SOLE PROPRIETORSHIP

ATTACHMENT 5

to

Development Statement -- Bob-O-Link Condominium North

DESCRIPTION OF THE TYPE OF UNITS AND
THE PRICE OF EACH TYPE OF UNIT

Each of the sixteen Units is a two-story townhouse with a full basement, one-half of which is finished as a recreation room and contains a fireplace; the remaining one-half of the basement is unfinished but contains laundry hookups and a single laundry tub. A kitchen, dining area, living room, and lavatory are located on the first floor of each Unit. The second floor consists of two full bathrooms and the Unit's bedrooms. The Units are further described, grouped according to the building in which each is located, as follows:

BUILDING 1

Building 1 contains eight of the Units. Units 7701, 7707, and 7715, which are two-bedroom Units, and Units 7703, 7705, and 7713, which are three-bedroom Units, each contain approximately 2,164 square feet of total floor area divided among the three floors. Unit 7709, with three bedrooms, and Unit 7711, with two bedrooms, each consists of approximately 2,190 square feet of total floor area divided among the three floors. Units are positioned within the building in ascending consecutive numerical order (odd numbers only) from east to west.

BUILDING 2

Building 2, which faces Building 1 from across the private drive in the Condominium Property, also contains eight Units. Units 7761, 7765, 7769, and 7775 are two-bedroom Units which, respectively, contain approximately 2147, 2203, 2166, and 2171 square feet of total floor area divided among the three floors. Units 7763, 7767, 7771, and 7773 are three-bedroom Units which, respectively, contain approximately 2164, 2203, 2166, and 2171 square feet of total floor area divided among the three stories. Units are positioned within the building in descending numerical order (odd numbers only) from east to west.

All Units' kitchens are equipped with: self-cleaning electric range, frost-free refrigerator, dishwasher, and disposal. Residents of each Unit are entitled to the use of a double-stall garage and a private patio in the rear of each Unit with awning and installed gas grill. In addition, a purchaser may specify his choice of paint or other wall covering and floor covering for a Unit in which that work has not been done, so long as he agrees to pay the difference between the cost of the materials and labor involved in his choice and the basic allowance for such work allocated to the Unit by Declarant. He may also confer with the sales agent about arranging other feasible modifications or additions to the interior of the basic Unit models at a price agreed upon by the parties.

The base price of each Unit, excluding options, is \$85,000, except for Unit 7705 in Building 1. The price of that Unit, as built and excluding additional options, is \$90,000. Unit 7701 (in Building 1) has already been sold.