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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
NORTHLAND SENIOR VILLAGE CONDOMINIUM III

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I certify that copies of this Declaration with the
attached Drawings and Bylaws have been filed in the Office of the
County Auditor, Franklin County, Ohio on 14th May, 1987.

Janis M. Rose DEPUTY AUDITOR
FOR PALMER C. MCNEAL

I HEREBY CERTIFY THAT THE
CONDOMINIUM COPIES HAVE
BEEN FILED.
MAY 1 1987
FRANKLIN COUNTY AUDITOR
BY *Janis M. Rose*
DEPUTY COUNTY AUDITOR

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 38 PAGE 22-36

FRANKLIN COUNTY, OHIO
TIME 3:15 P.M.
RECORDED

MAY 14 1987

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 764.00

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

NORTHLAND SENIOR VILLAGE CONDOMINIUM III

WHEREAS, COMMUNITY STRUCTURES, INC., an Ohio Corporation, hereafter called "Grantor", is the owner in fee simple of the Parcel of land hereafter described; and

WHEREAS, it is the desire of Grantor to submit said Parcel, together with the improvements thereon constructed and hereafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership.

THEREFORE, Grantor hereby declares:

1. LEGAL DESCRIPTION AND DEFINITIONS.

A. Legal Description. The legal description of the Parcel is attached as Exhibit A, and incorporated by reference as though fully rewritten.

B. Definitions. The terms defined in this Paragraph 1, Section B (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in this Paragraph.

- (i) "Association" means the Northland Senior Village Condominium III Unit Owners' Association which is a unit owner's association as defined in Section 5311.01 of the Ohio Revised Code.
- (ii) "Board" means the Board of Managers of the Association as the same may be constituted from time to time.
- (iii) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit D and made a part hereof.
- (iv) "Buildings" means the structures and other facilities and improvements constructed on the Parcel.
- (v) "Chapter 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.
- (vi) "Common Areas and Facilities" means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting walls and roofs of the Building, all structural and component parts of all interior walls, doors, floors and ceilings of the Building, all patios, courtyards, walkways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs and replacements thereof.
- (vii) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 of the Declaration and/or the Bylaws, including, without limitation, the following:
 - (a) all sums lawfully assessed against the Unit Owners by the Association;

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

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

- (viii) "Condominium Property" means the Parcel and Buildings and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners;
- (ix) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended as herein provided, as so amended.
- (x) "Drawings" means the drawings prepared and certified by D. L. Renkes Architect, Inc. in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are identified as Exhibit C and attached to this Declaration.
- (xi) "Exclusive Use Areas" means those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities, reserved for use of a certain Unit or Units to the exclusion of other Units and more specifically described in Paragraph 6, Section E hereof.
- (xii) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Paragraph 6, Section D hereof.
- (xiii) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.
- (xiv) "Ownership Interest" means the fee simple title interest in a Unit and the undivided percentage interest in the Common Areas and facilities appertaining thereto.
- (xv) "Parcel" means the land described in Paragraph 1, Section A hereof.
- (xvi) "Rules" means such rules and regulations governing the operation and use of the Condominium Property of any portion hereof as may be adopted by the Association or the Board from time to time.
- (xvii) "Unit" means that part of the Condominium Property described in Paragraphs 4 and 5 hereof.
- (xviii) "Unit Owner" means any person or persons, natural or artificial, owning the fee simple estate in a Unit and an undivided percentage interest in the Common Areas and Facilities.
- (xix) "Eligible Holder of a First Mortgage Lien" means the holder of a valid recorded first mortgage, which holder has given written notice to the association stating the holder's name, address and Unit(s) subject to its mortgage.

- (xx) "Additional Land" means land contiguous to the Parcel which the Grantor reserves the right, from time to time, to add to the Condominium property pursuant to Paragraph 15(C).

2. ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY. Grantor is the owner of the Parcel which, together with the other portions of the Condominium Property, is hereby submitted to the provisions of Chapter 5311.

3. NAME. The Condominium Property shall be known as "Northland Senior Village Condominium III".

4. GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY. The Condominium Property will consist of the Parcel, designated lounge areas, and two three-story buildings having 86 residential units, including all easements, rights and appurtenances thereto and all articles of personal property existing thereon for the common use of the Unit Owners. Said Building and the Units contained therein are designated on the Drawings and are more particularly described in Exhibit B attached hereto.

The Buildings are constructed principally of cement block, stucco, brick veneer and wood. The locations layout and dimensions of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

5. DESCRIPTION OF UNITS. Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete or other materials) of the perimeter walls, windows and doors, the basement floors and the roof of such Unit, projected, if necessary, by reasons of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and dimensions of each Unit being shown on the Drawings), and including, without limitation, all space occupied by any Common Areas and Facilities located within the bounds of a Unit, together with the decorated surfaces, including paint, lacquer, varnish, wall paper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings.

6. COMMON AREAS AND FACILITIES.

A. Description. The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units.

B. Ownership of Common Areas and Facilities. The Common Areas and Facilities comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as specifically provided in Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

The percentage of interest in the Common Areas and Facilities of each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as more fully set forth in Exhibit B attached hereto and made a part hereof.

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

C. Use of Common Areas and Facilities. The Common Areas (except the limited 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, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

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

- (i) All interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
- (ii) All glass and screens within windows and doors within the perimeter walls of such Unit;
- (iii) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;
- (iv) All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;
- (v) Patios, courtyards and appurtenant improvements, front and back stoops which serve only such Unit; and
- (vi) All other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

E. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such Unit Owner; provided, however, that the Association may at any time and from time to time revoke such license and reassign the use of such areas in accordance with such Rules as it may establish from time to time. The Association may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee.

7. UNIT OWNERS ASSOCIATION.

A. Membership. Grantor shall cause to be formed an unincorporated association to be called "Northland Senior Village Condominium III Unit Owners Association", which shall administer the Condominium Property, subject to the provisions of Section A of

Paragraph 8 hereof. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted shall automatically become a member of the Association. A member shall be entitled to one vote for each Unit owned. Such membership shall terminate upon the sale or other disposition of his Ownership Interest, at which time the new owner of such Ownership Interest shall automatically become a member of the Association.

B. Board of Managers and Officers. The Board of Officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the Bylaws and by this Declaration.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the Bylaws, the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service and Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association is Vincent J. Margello, c/o Community Structures, Inc., Unit 115, 4143 Karl Rd, Cols, OH 43224. Thereafter, the President of the Association shall be the person designated to receive services of process for the Association.

8. MANAGEMENT; MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

A. Responsibility of the Association. Except as otherwise expressly provided herein, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas and Facilities. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent and provide for reasonable compensation to the managing agent as a Common Expense. Anything herein to the contrary notwithstanding, Grantor, (or any other entity designated by Grantor to act in such capacity) shall be the managing agent for the development period ending five (5) years after the date this Declaration is filed for record or until one (1) year after the transfer of title of the last Unit by Grantor of the Condominium Property, whichever shall occur first. Any compensation which may be paid to the managing agent must be reasonable in amount and be comparable to compensation paid to managing agents of other condominium developments in the Columbus, Ohio Metropolitan Area. Grantor or its designated agent, however, may waive such right in writing to the Association prior to the time limits stated hereinabove. The Grantor, Association or the managing agent on behalf of the Association, as the case may be, shall have the authority to enter into agreements with one or more other real estate developments of Grantor, or companies affiliated with Grantor, for the common management, maintenance and repair of Condominium Property and such other developments. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

B. Responsibility of Unit Owner. The responsibility of each Unit Owner shall be as follows:

- (i) Except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his expense, all portions of his Unit and all Limited Common Areas and Facilities designated for his use;
- (ii) To perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants;
- (iii) To pay all costs for utility services furnished to his Unit or to the Limited Common Areas and Facilities designated for his use;
- (iv) Not to paint or otherwise decorate or change the appearance of any portion of the Buildings not within the bounds of his Unit, unless the prior written consent of the Association is obtained.
- (v) To promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws;
- (vi) Not to make any alterations in the Common Areas and Facilities or remove any portion thereof or make any additions there to or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Paragraph 12, without the prior written consent of the Association;
- (vii) Not to impair the use and enjoyment of the easements hereinafter provided in Paragraph 10, without first obtaining the written consent of the Association and of any other person, firm and corporation for whose benefit such easements exist; and
- (viii) To observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules.

C. Construction Defects. The obligation of the Association and of the Unit Owners to maintain, repair and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of maintenance, repair or replacement by the Association of Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

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

9. COMMON EXPENSES AND ASSESSMENTS.

A. Types of Assessments. Each present Unit Owner, and Unit within the condominium hereby covenants, and each future 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.

B. 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 interest of the Condominium Property.

C. Elements-Appportionment: Due Dates.

(i) Annual Operation Assessments.

(a) Prior to the beginning of each fiscal year of the Association, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

- (1)** the estimated next fiscal year's cost of the maintenance, repair and other services to be provided by the Association;
- (2)** the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- (3)** the estimated next fiscal year's costs for utility services not separately metered;
- (4)** the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operation of the Association, in an amount deemed adequate by the Board;
- (5)** an amount deemed adequate by the Board to maintain a serve for the cost 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
- (6)** 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, fees for 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.

- (b) 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.
- (c) The annual operating assessment shall be payable in advance, in equal monthly installments, which, for administrative convenience, may be rounded by the Board to the nearest whole dollar. 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 month from those who own the Unit the monthly installment of the annual operating assessment for that Unit. Nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semi-annual, quarterly, or monthly installments.
- (d) 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.
- (e) If assessments collected during any fiscal year are in excess of the funds necessary to meet the 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.

(ii) Special Assessments for Capital Improvements.

- (a) 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 costs 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 51% of the votes of units subject to mortgages held by eligible holders of mortgages appertain.

(b) Any such assessment shall be prorated among all 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 the Unit owners.

(iii) 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, the costs of making repairs the responsibility of 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 any year 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.

D. 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 notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

E. Effect of Nonpayment of Assessment; Remedies of the Association.

(i) 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 (a) declare the entire unpaid balance of the assessment immediately due and payable, and (b) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it has not 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.

(ii) Annual operating and both types of special assessments, together with interest and costs, shall be a charge and continuing lien in favor of the Association upon the Unit against which each such assessment is made.

- (iii) 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 Franklin 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 shall be signed by the president or other chief officer of the Association.
- (iv) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien 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.
- (v) 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 of Franklin 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 or a portion of that lien.
- (vi) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of the 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 and costs, shall not be impaired or abridged by reason for the transfer, but shall continue unaffected thereby.
- (vii) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest 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 action shall be entitled to become a purchaser at the foreclosure sale. In any such 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.

- (viii) 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.

F. Subordination of the Lien to First Mortgages. The lien of the assessments 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 provided in the mortgage, foreclosure of the mortgage, or deed 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 or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

G. 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 the 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.

H. Prior Common Expenses. Nothing contained herein shall invalidate or otherwise affect any right or obligation of any Unit Owner, or the Association, with respect to Common Expenses of the Association incurred or arising prior to the adoption of this Declaration, or prior to the levy of assessments pursuant hereto.

10. EASEMENTS. The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas and Facilities, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits service a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

B. Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for

the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls and for the use of television antennas, subject to the provisions of Section D of Paragraph 11 hereof, on the roofs comprising the Common Areas and Facilities. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

C. Utility Easements. Easements in favor of the Association through the Units and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

D. Common Drive with Neighboring Property. Grantor may become the owner of the neighboring property known as Parcel No. 12, of Pegg Farm Parcels, of record in Miscellaneous Records Volume 42, page 332, Recorder's Office, Franklin County, Ohio (it is the parcel to the south of Northland Senior Village III). In that event Grantor (for itself and future owners of the neighboring property) hereby reserves a permanent easement for the use of the driveway servicing Northland Senior Village III from Karl Road and access from the neighboring property to that driveway. The purpose of the easement is to permit permanent ingress and egress from Karl Road for both Northland Senior Village III and the neighboring property by a common driveway. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor, his Attorney in Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing, when such Attorney deems appropriate, without notice to such Unit Owner. This power of attorney shall expire after 7 years from the date of this instrument. The easement may provide for shared maintenance of the common driveway.

E. Future Easements to Others. Such easements as Grantor, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas and Facilities, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the Owner or Owners of land benefited thereby shall, at its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements. Each Unit owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such ownership Interest, as the case may be, hereby irrevocably appoints Grantor, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) or reference to such easements.

11. PURPOSE OF PROPERTY AND COVENANTS AND RESTRICTION AS TO USE AND OCCUPANCY. The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant.

A. Purpose of Property. The Condominium Property shall be used for a single family residence purposes for Senior Citizens having obtained the age of 50 years or older and for no other purposes. A Unit Owner or Occupant may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant and further provided that such activities shall not involve the personal services of any Unit Owner or Occupant to a customer or other person or client who comes to the Condominium Property.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the Common Areas and Facilities, excluding the Limited Common Areas and Facilities located within the bounds of a Unit, without the prior written consent of the Association.

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

D. Exterior Surfaces of Buildings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part of any of the Buildings without the prior consent of the Association, other than those originally provided by the Grantor.

E. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats or other household pets may be kept in the Units, subject to the Rules, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board.

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

G. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or the Common Areas and Facilities which would impair the structural integrity or would structurally change any of the Buildings.

H. Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas and Facilities not within the bounds of a Unit. The parts of the Common Areas and Facilities not within the bounds of a Unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Lounging or Storage in Common Areas and Facilities.

There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities not within the bounds of a Unit except in accordance with the Rules and except that balcony, deck and patio areas may be used for their intended purposes.

J. Prohibited Activities.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property except as provided in Section A of this Paragraph 11, nor shall any "For Sale" or "for Rent" signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that (i) the right is reserved by Grantor to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purposes of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

K. Alteration of Common Areas and Facilities.

Nothing shall be altered, constructed in, removed from or added to the Common Areas and Facilities, except as hereafter provided in Paragraph 12, without the prior written consent of the Association, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the Common Areas and Facilities.

L. Rental of Units.

Without the consent of the Association, no Unit shall be rented by the Unit Owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the Occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, Unit Owners shall have the rights to lease their respective Units, provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws and shall further have the approval of the Board.

M. Age Restriction. All occupants of Units shall be Senior Citizens having obtained the age of 50 years or older. This provision shall not restrict the minimum age for ownership of units.

12. INSURANCE AND RECONSTRUCTION.

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

- (i) All insurable improvements comprising the Common Areas and Facilities and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following.
 - (a) Loss or damage by fire and other hazards covered by standard extended coverage endorsement; and
 - (b) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject

to such deductible amounts not in excess of \$1,000.00 as the Board shall determine.

The policy or policies providing such coverage (hereinafter called "Casualty Insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for this Declaration and shall further provide that the coverage thereof shall not be terminated for nonpayment of premiums without at least ten (10) days written notice to each Unit Mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, the Unit owners and their respective Mortgagees, as their interests may appear, and shall provided (a) for the insurance of certificates of insurance with Mortgagee endorsements to the holders of mortgages on the Units, if any, and (b) that the insurer waives its rights of subrogation against Unit Owners, Occupants and the Association. Such Casualty Insurance policies and any endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. All Casualty Insurance policies and any proceeds thereof will be held in accordance with the terms hereof. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, savings and loan association, insurance company or other institutional lender, as trustee, which is selected by the Association and located in Columbus, Ohio, or located elsewhere if it is a first Mortgagee, with total assets of more than Fifty Million Dollars (\$50,000,000.00) (herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form of contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Grantor, the Association, the Unit Owners and their respective Mortgagees.

- (ii) The Association shall insure itself, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and facilities, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than Three Million Dollars (\$3,000,000.00) in respect to any one occurrence, and to the limit of not less

than Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentage of interest in the Common Areas and Facilities.

(iii) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(iv) Each Unit Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his casualty insurance affording coverage upon his Unit and property inasmuch as the same will not be insured by the Association, but such casualty insurance shall provide that it shall be without contribution against the Casualty Insurance purchased by the Association or shall be written by the carrier of such casualty insurance and shall contain the same waiver of subrogation as that referred to in subparagraph (i) above.

B. Responsibility for Reconstruction or Repair.

(i) If any portion of the Common Areas and Facilities shall be damaged by perils covered by the Casualty Insurance and Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Insurance Trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawing; provided, however, if such damage renders one-half or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance if any, and any other indemnity arising because of such damage or

destruction, shall be considered as one fund and shall be distributed to All Unit Owners in proportion to their respective percentages of interest in the Common Areas and facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

- (ii) Each Unit Owner shall be responsible for reconstruction and repair of his Unit after casualty.

C. Procedure for Reconstruction or Repair.

- (i) Immediately after a casualty causing damage to any portion of the Common Areas and Facilities, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.
- (ii) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Insurance Trustee.
- (iii) The proceeds of the Casualty Insurance referred to in Subsection (i) of Section A of this Paragraph 12 and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Common Areas and Facilities from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work

remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

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

(v) Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (i) of section A of this Paragraph 12.

13. REHABILITATION OF EXISTING BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property 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. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest less (i) the amount of any liens and encumbrances on his Unit as of the date such vote is taken, and (ii) the amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the President of the Association as Trustee for all other Unit Owners. In the event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such Unit Owner, and the third of which shall be appointed by the first two appraisers.

14. REMOVAL FROM CONDOMINIUM OWNERSHIP. The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Franklin County, Ohio, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released or discharged and shall also be signed by the Unit

Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

15. AMENDMENT OF DECLARATION.

A. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require (i) the consent of 75% of the voting power of Unit Owners, and (ii) the consent of eligible holders of first mortgages on Units or 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:

- (i) The consent of all Unit Owners shall be required for any amendment effecting a change in:
 - (a) the boundaries of any Unit;
 - (b) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;
 - (c) the number of votes in the Association appertaining to any Unit; or
 - (d) the fundamental purposes to which any Unit or the Common Areas are restricted;

and,

- (ii) The 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 last seventy-five (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,

B. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws) 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 in accordance with the foregoing provisions. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

C. Grantor's Reservation to Amend. Grantor hereby reserves the right to amend this Declaration from time to time, for a period not to exceed seven years from the date the original Declaration is filed for record with the Franklin County Recorder's Office, to add to and to include within the Condominium Property, at the sole election of Grantor, all or any portion of the Additional Land and any buildings or improvements constructed or to be constructed thereon and to change the percentage of interest of each Unit Owner in the Common Areas and Facilities established by this Declaration or any amendment thereto. Pursuant to this reservation to amend, the consent of the Unit Owners is not necessary. Additional Land may be added to the Condominium Property at different times. No Additional Land is anticipated to be added so no description is attached. The maximum number of Units on the additional land will be the maximum permitted by zoning laws.

Grantor covenants and agrees that all residential units to be constructed by it on the Additional Land and which may be

added to the Condominium Property shall be substantially identical to and comparable in appearance, design and quality to those which are subject to this Declaration.

For the benefit of the Additional Land, Grantor hereby reserves for the Owners and Occupants of residential Units to be constructed on the Additional Land and for itself and its agents, contractors, guests and invitees, easements over the driveways, parking areas and walkways of the Condominium Property for ingress to and egress from all or any part of the Additional Land. Grantor also reserves easements to enter upon the Condominium Property to make connections with and to extend, repair, maintain, expand, replace and change the location of any water lines, sanitary or storm sewer lines, surface water drainage, electric lines, telephone lines, T.V. antenna or cable T.V. lines or other utility lines or services for the benefit of the Additional Land. Grantor may grant to any utility company, governmental authority or successor or assign, any easement affecting the Condominium Property which it has reserved hereunder or which is necessary for utility service to people in the general vicinity of the Condominium Property. Provided, however, the use of any easement so reserved or granted shall not unreasonably interfere with the use and enjoyment of the Condominium Property or overburden the capacity of the common facility.

Each Owner by the acceptance of a deed conveying title to the unit, for himself and all those claiming under him, including mortgages,

A. For a period of seven (7) years from the date this Declaration was filed for record, irrevocably appoints Grantor, acting through its duly authorized officers, as his attorney-in-fact, to amend this Declaration by adding units and the Additional Land upon which they are constructed to the Condominium Property and to determine and adjust the percentage of interest in the common areas and facilities appurtenant to such Unit to the percentage which is the proportion that the fair value of such Unit bears to the value of all Units as of the date of such amendment the power granted hereby being coupled with an interest.

B. Waives the right to contest the validity or legality, of any amendment to this Declaration which shall increase the number of Units and the size of the common areas and facilities and adjust and reallocate the percentage of the undivided interest of the Owner or Owners of each Unit, in the common areas and facilities, as set forth in such amendment, and agrees that the percentage of interest in the common areas and facilities, an undivided interest in which is appurtenant to the Unit of each Owner, shall upon the recording of such amendment be automatically adjusted, by the partial divestment and release of a percentage of such interest and shall be further adjusted by the covenants and allocation of an interest in the Additional Land, together with any improvements thereon, so that the interest of any Unit Owner, or of the holder of a mortgage on a Unit, shall be in, and attach to, only such Unit Owner's percentage of interest, as amended.

C. Agrees that this Declaration, and each amendment hereof, shall be deemed to be in all respects, in compliance with Chapter 5311, Ohio Revised Code, and changes in the respective percentages of interests of Unit Owners in the common areas and facilities, as set forth in any amendment of this Declaration, shall be deemed to be made by the agreement of all Unit Owners.

D. Agrees that the portion of the Additional Land, described in each amendment hereof, shall be governed, in all respects, by the provision of this Declaration, and Grantor shall, to the extent necessary for the development of the then

remaining Additional Land, have such easements in and over the common areas of the Condominium Property as reserved herein, provided the same do not unreasonably interfere with the use of such common areas and do not overburden the capacities of such common facilities.

E. Agrees that the percentage of interest of each Unit Owner in the common areas and facilities, following an amendment of this Declaration, as provided in this Paragraph 15, shall be in the proportion that the fair value of the Unit Owned bears to the value of all Units, as determined by Developer in such amendment.

The rights and interest of a holder of a deed to, or a mortgage on, any Unit and the interest of such holder, in the common areas and facilities, shall be subject to the reservation by Developer of the rights and interest set forth in this Paragraph 15 which shall be deemed and constructed to be covenants running with the land for a period of seven (7) years from the date this Declaration is filed for record.

The Grantor has reserved the right and power, for a period of three (3) years from the date of the Declaration, to amend the Declaration, Bylaws and/or Articles, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veteran's Administration or any other such agency; provided that the appropriate percentage, as described elsewhere herein, or eligible holders of first mortgage liens is obtained.

16. REMEDIES FOR BREACH OF COVENANTS AND RULES.

A. Abatement and Enjoinment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Paragraph 16 and those provided by law, (i) to enter any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the rules and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the

court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxes against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereat shall, subject to the rights and privileges of the Association, provided in this Declaration, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration.

17. SALE LEASING OR OTHER ALIENATION.

A. Sale. Subject to the provision or Paragraph 11(M) herein, the right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Owner's Unit free of any such limitation. 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, at least five (5) days after the time that an interest in that Unit Owners Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

B. Conveyances. Each Unit shall be conveyed 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 Area 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 or encumbrance. Pursuant to the provisions of the Condominium Act, it shall be sufficient to lawfully describe a Unit and its interest in the Common Areas by utilizing the following description:

"Situated in the City of Columbus, Franklin County, Ohio, and described as follows:

Being Unit (insert Unit designation) of Northland Senior Village Condominium III, as the same is numbered and delineated in the Declaration thereof, of record in Official Record _____ at page _____, and the Drawings thereof, which drawings are recorded in Condominium Map Records Volume _____, at page _____, all in the records of the Recorder of Franklin County, Ohio (the blanks, above, will contain the recording references of this Declaration).

18. MISCELLANEOUS PROVISIONS.

A. Grantor's Rights Pending Sale of Units. Unless the Grantor should elect to do so at an earlier date, when the Grantor shall have consummated the sale of 75% of all the Units in the Condominium Property, but in any event not later than three (3) years from the date of filing the Declaration for record, Grantor shall call a meeting of the Association at which a Board shall be elected. Until such Board is elected, Grantor

shall exercise the powers, rights, duties and functions of the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses.

B. Notices of Mortgages. Any unit Owner who mortgages his Ownership Interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration of the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Unit".

C. Notices to Mortgagees. Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

- (i) Any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted;
- (ii) Any proposed termination of the Condominium as a condominium regime;
- (iii) Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- (iv) Any significant damage or destruction to the common areas;
- (v) Any decision by the Association not to restore substantial damage or destruction;
- (vi) Any decision by the Association to renew or rehabilitate the Condominium Property;
- (vii) Any decision by the Association to construct significant new capital improvements not replacing existing improvements;
- (viii) Times and places of Unit Owners' meetings; and
- (ix) 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 or insurer, where the default has not been cured in sixty (60) days.

D. Model. Grantor may maintain a Unit as a model for the purpose of display to prospective buyers, and may conduct the business of selling condominium units from that model.

E. Covenants Running with the Land. Each grantee of the grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

F. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

G. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration 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.

H. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration or of any part of the same, shall not impair or effect in any manner the validity, enforceability or effect of the rest of this Declaration.

I. Time Limits. If any of the privileges, covenants or rights, created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of of Ronald Reagan, President of the United States of America, and James Carter, former President of the United States of America.

J. Liability. Neither Grantor, nor any subsidiary of Grantor nor any employee, agent, successor or assign of Grantor or any such subsidiary shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration.

K. Service of Notices on the Board Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his Unit but, if the Grantor is exercising control pursuant to Section 18A hereof, such notice shall be delivered, as herein provided, to an officer or title officer Manager of Grantor.

L. Headings The heading to each paragraph and each Section hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

M. Interpretation. 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.

19649808

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its President this 30th day of APRIL, 1987.

Signed and Acknowledged in the presence of:

COMMUNITY STRUCTURES, INC.

Lee Durban
Witness

By: Vincent J. Margello, Jr.
President

Stephen Mitchell
Witness

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 30th day of APRIL, 1987, by Vincent J. Margello, Jr. the President, of the Developer.

Lee Durban
NOTARY PUBLIC

Prepared by:
Lee E. Durban
Attorney at Law

LEE E. DURBAN
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

20.1.0387

EXHIBIT A

This is an Exhibit to Condominium Declarations

Situated in the County of Franklin, City of Columbus, State of Ohio and being intended to be all of Lot 13 of Pegg Farm Parcels lying west of the existing right-of-way of Karl Road and being bounded and more fully described as follows:

Beginning at a point in the westerly right-of-way line of Karl Road in the northerly line of Lot No. 13;

Thence South 03 deg. 58' 00" East along the existing right-of-way line of Karl Road a distance of 208.00 feet to a point;

Thence North 85 deg. 59' 00" West a distance of 1008.50 feet to a point at the southwest corner of Lot 13;

Thence North 03 deg. 54' 44" West a distance of 207.97 feet to a point at the northwest corner of Lot No. 13;

Thence South 85 deg. 59' 00" East a distance of 1008.30 feet to the place of beginning and containing 4.815 acres more or less, subject however to any easements, restrictions or right-of-way of record.

Description for this parcel was based on previous records.

Prepared by Jerry A. Malott, Registered Surveyor No. 5963.

0-14-A
ALL 130-2323
JLR
7-15-86.

09649810

EXHIBIT B

NORTHLAND SENIOR VILLAGE III

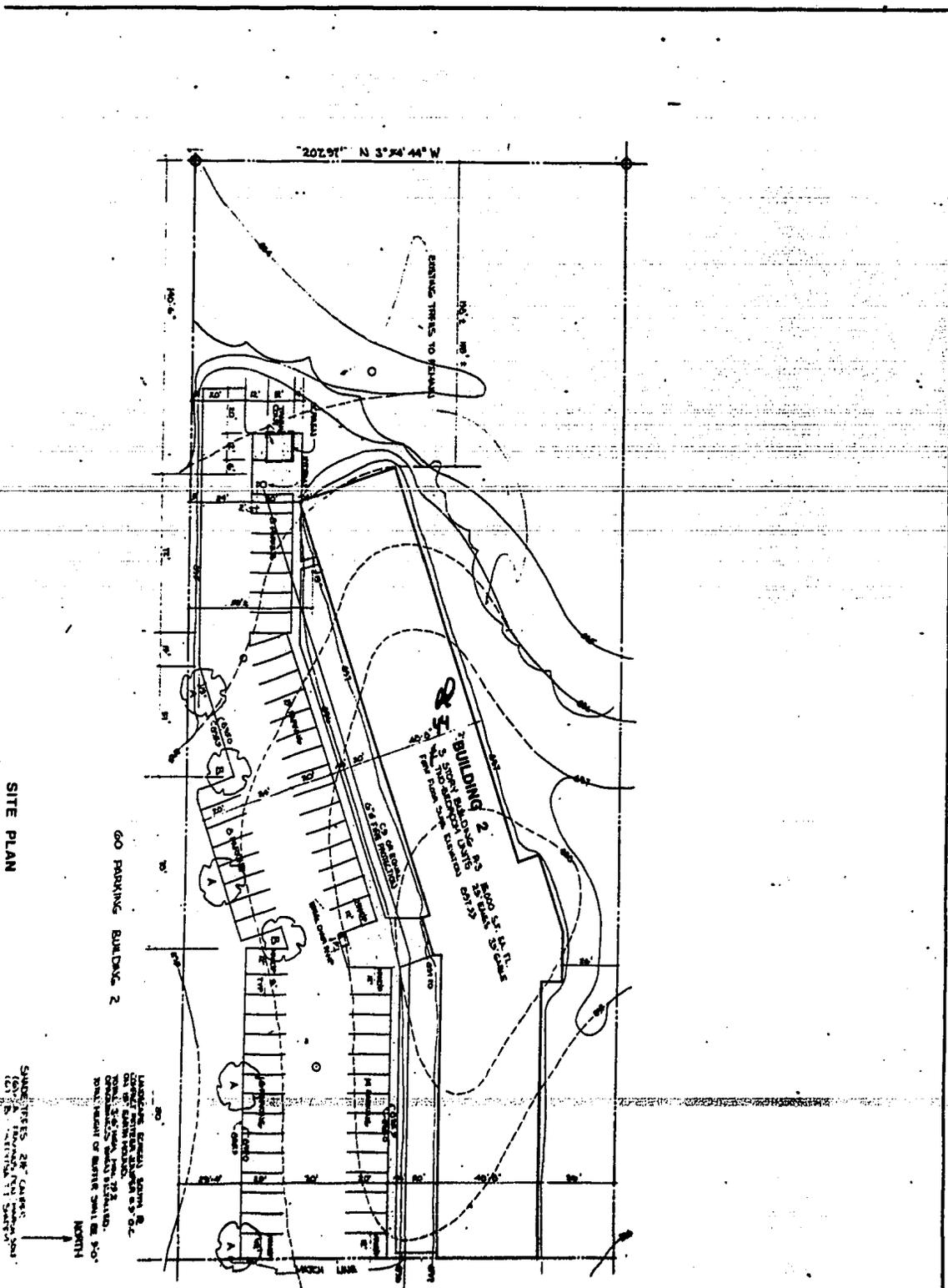
Designation of Units and
Percentage of Common Ownership

UNIT	% OF COMMON AREA	UNIT	% OF COMMON AREA	UNIT	% OF COMMON AREA
100	1.16	200	1.16	300	1.16
101	1.16	201	1.16	301	1.16
102	1.16	202	1.16	302	1.16
103	1.16	203	1.16	303	1.16
104	1.16	204	1.16	304	1.16
105	1.16	205	1.16	305	1.16
106	1.16	206	1.16	306	1.16
107	1.16	207	1.16	307	1.16
108	1.16	208	1.16	308	1.16
109	1.16	209	1.16	309	1.16
110	1.16	210	1.16	310	1.16
111	1.16	211	1.16	311	1.16
112	1.16	212	1.16	312	1.16
113	1.16	213	1.16	313	1.16
114	1.16	214	1.16	314	1.16
115	1.16	215	1.16	315	1.16
116	1.16	216	1.16	316	1.16
117	1.16	217	1.16	317	1.16
118	1.16	218	1.16	318	1.16
119	1.16	219	1.16	319	1.16
120	1.16	220	1.16	320	1.16
121	1.16	221	1.16	321	1.16
123	1.16	222	1.16	322	1.16
125	1.16	223	1.16	323	1.16
127	1.16	224	1.16	324	1.16
128	1.16	225	1.16	325	1.16
		226	1.16	326	1.16
		227	1.16	327	1.16
		228	1.16	328	1.16
				330	1.16
				331	1.16

Note: The percentage is approximate. Each unit is assigned a 1/86th interest in the common areas.

20.699.0387

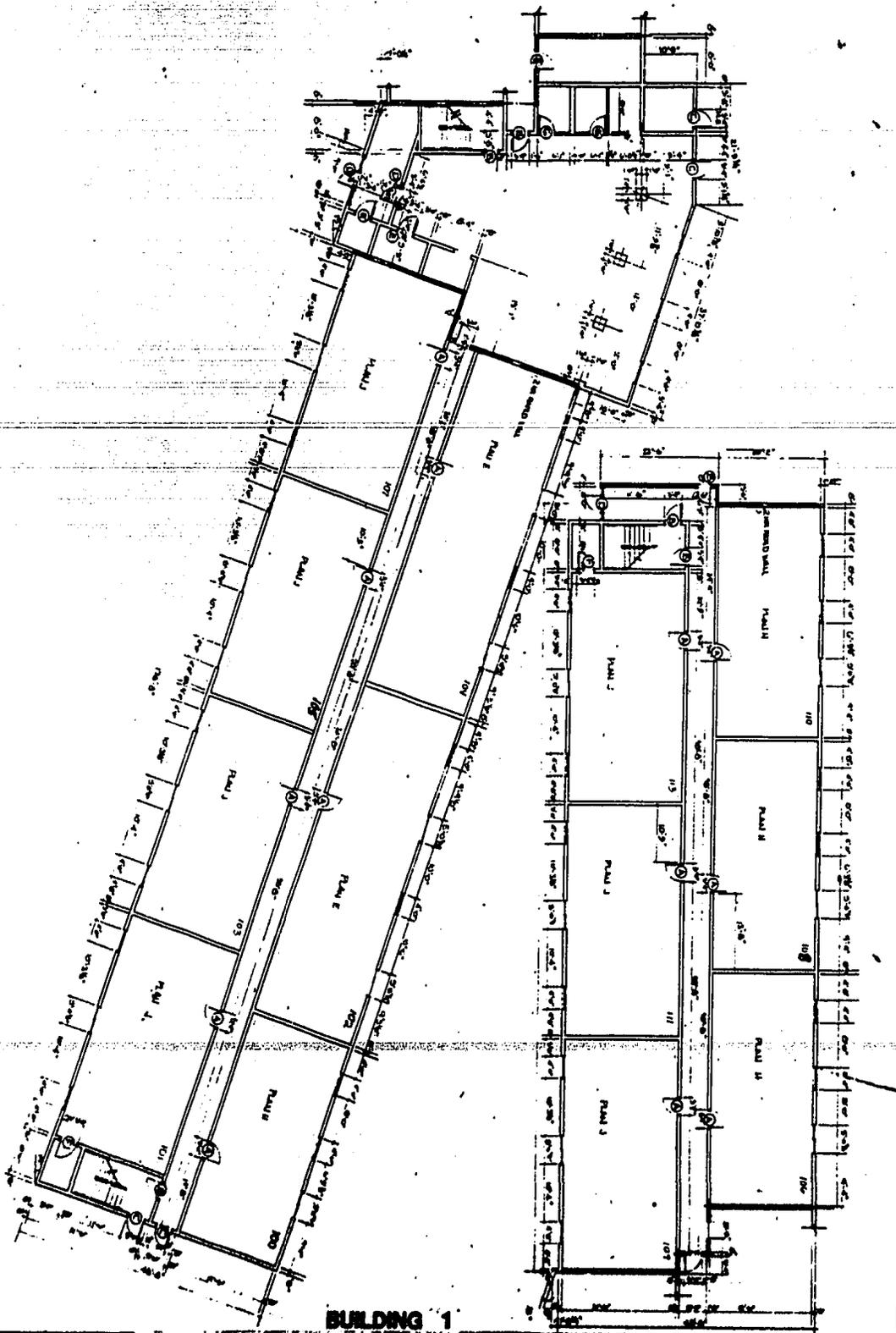
EXHIBIT B TO CONDOMINIUM DECLARATIONS



SITE PLAN



1st FLOOR PLAN

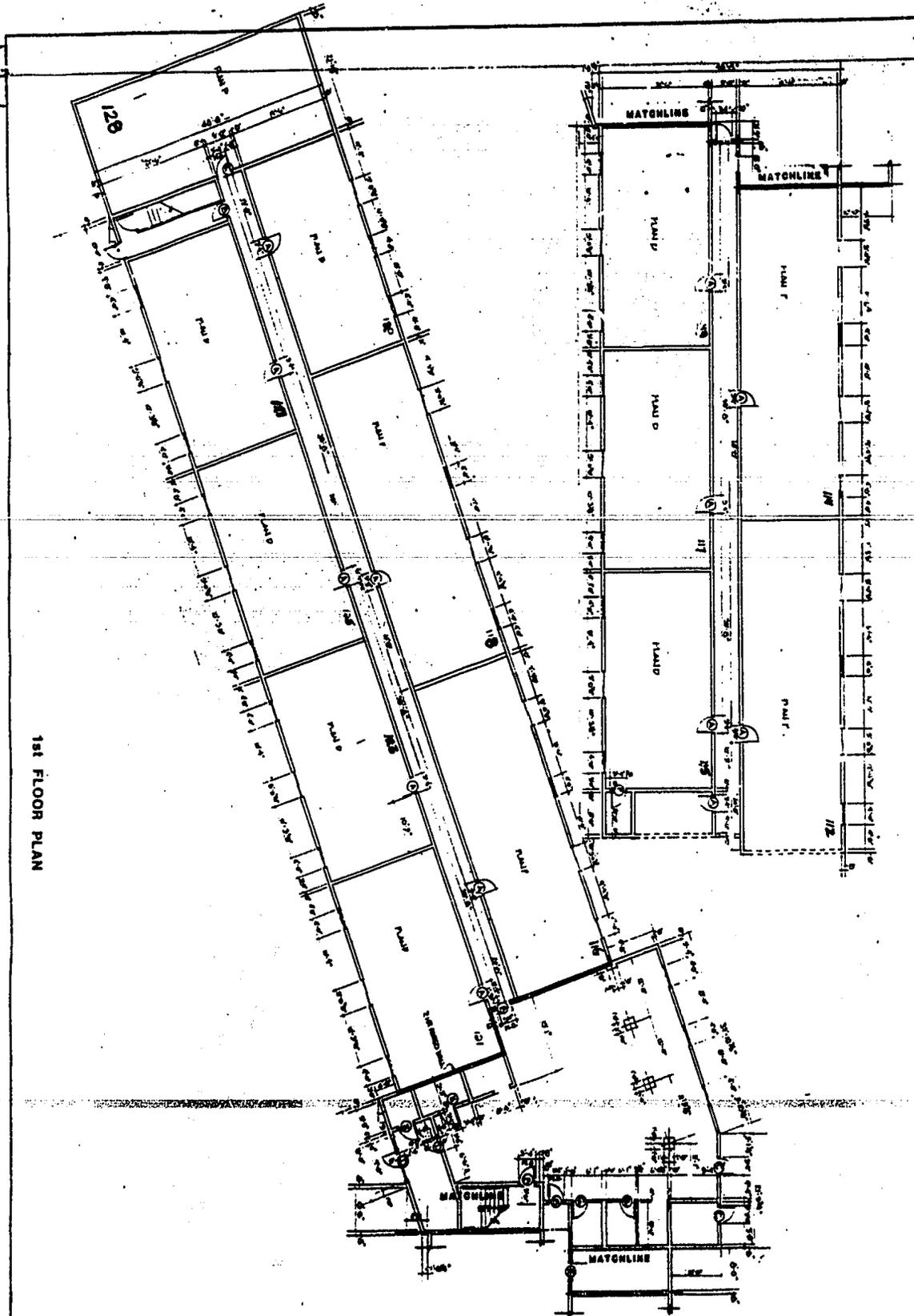


BUILDING 1

NORTHLAND SENIOR VILLAGE III 8888 KARL ROAD

31
 OF
 SHEET
 A-1

D. L. RENKES ARCHITECT INC.



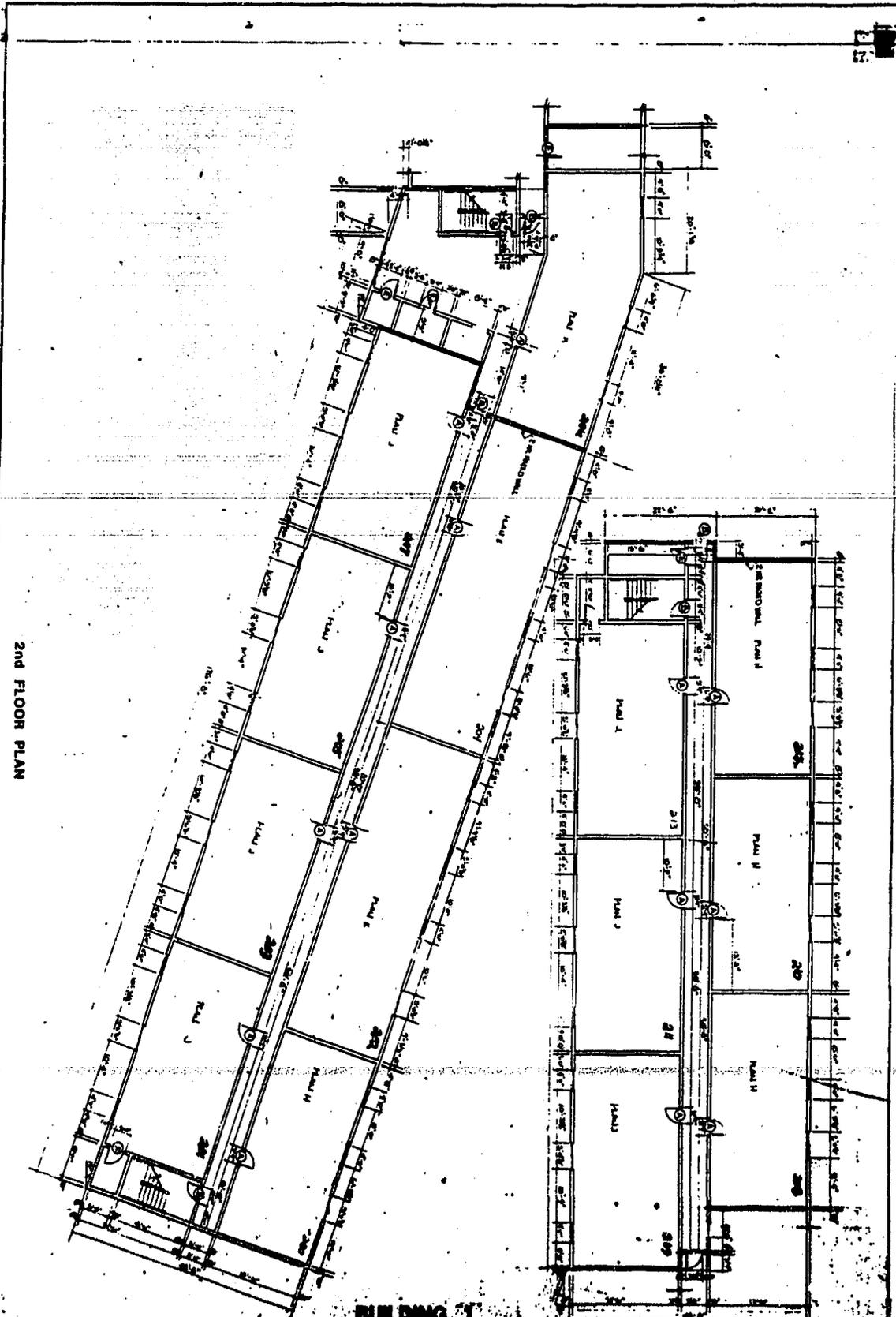
1st FLOOR PLAN

BUILDING 2
NORTHLAND SENIOR VILLAGE III 3888 KARL ROAD

D. L. REMES ARCHITECT INC.

OF	1
SHEET	1
A-2	

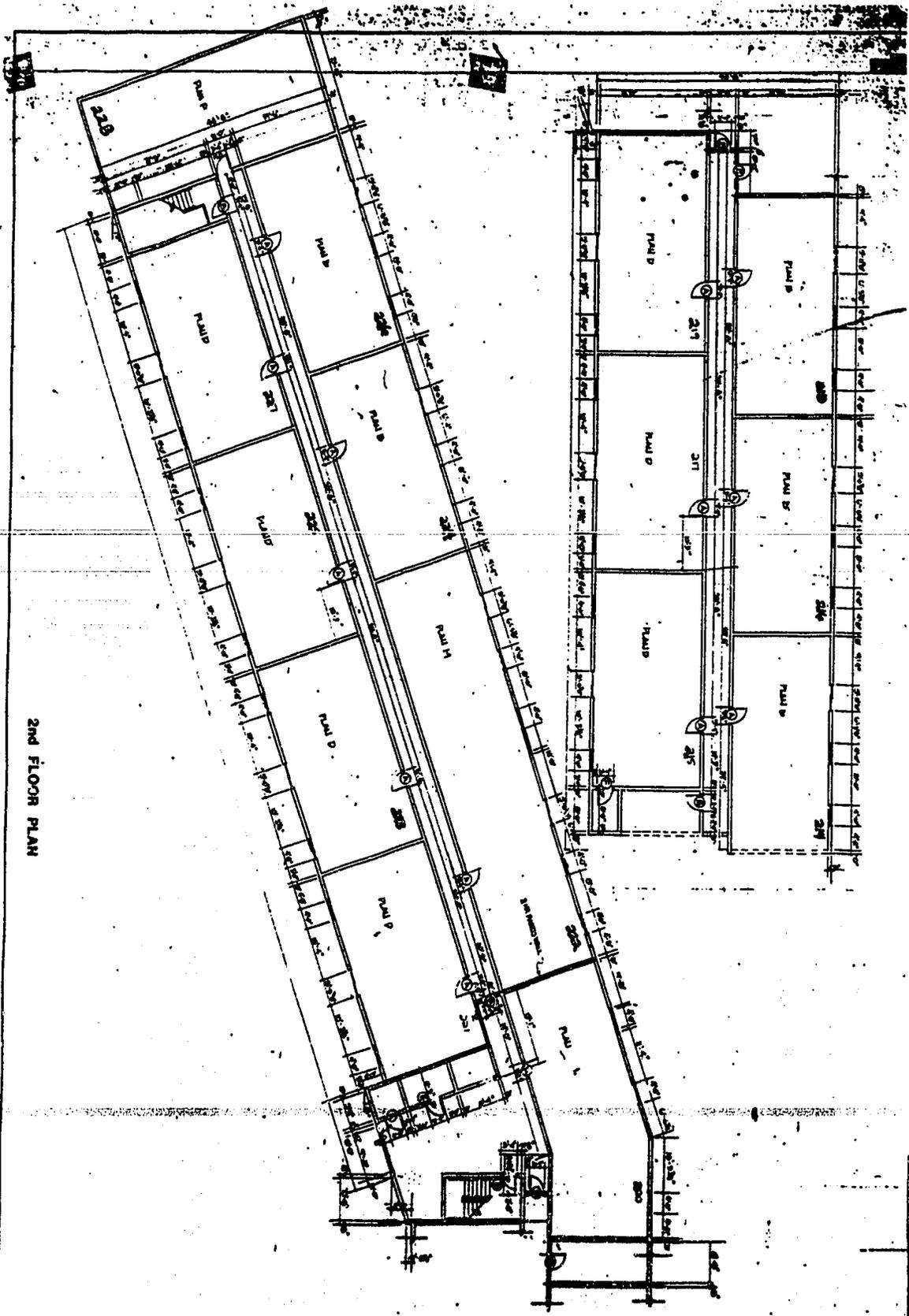
2ND FLOOR PLAN



1/4" = 1'-0"

BUILDING 1
NORTHLAND SENIOR CENTER 1100 W. 11TH AVE. SEASIDE, CALIF.

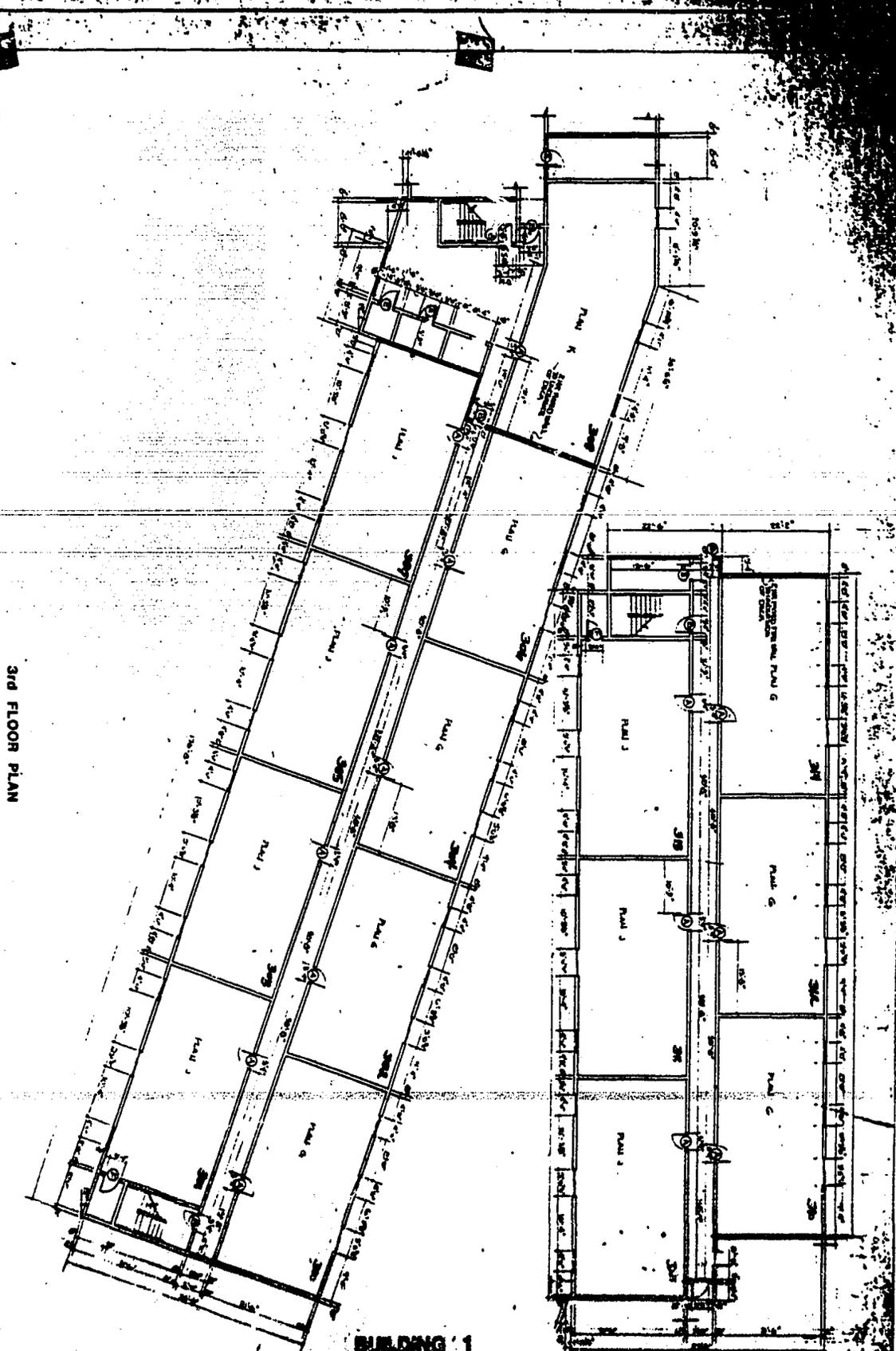
D. L. RENKES ARCHITECT INC.



A-4

BUILDING 2
NORTHLAND SENIOR VILLAGE II 1000 LAKE ROAD

D. L. REMES ARCHITECT INC.



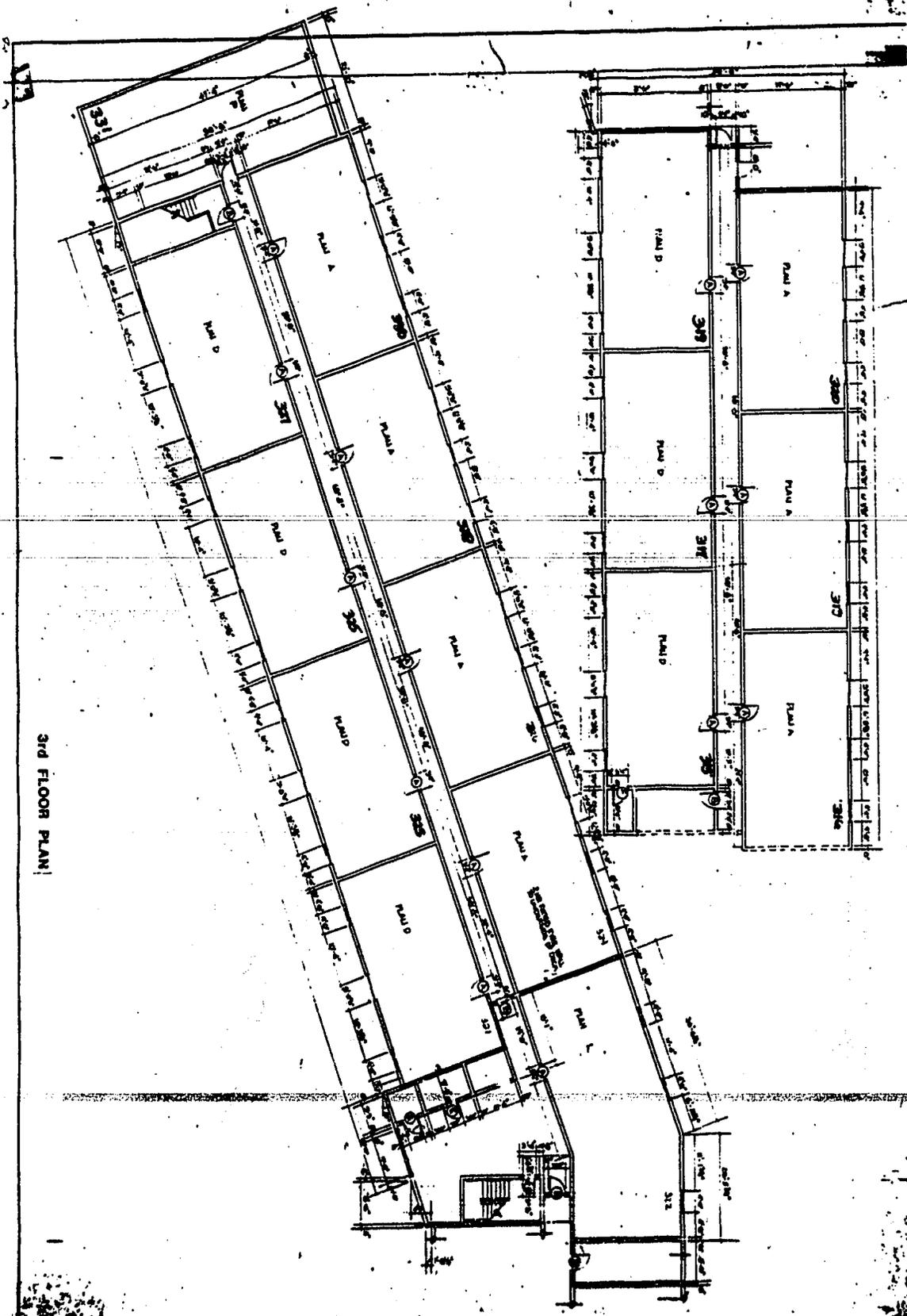
3RD FLOOR PLAN

BUILDING 1

NORTHLAND SENIOR VILLAGE II 6808 KARL ROAD

D. L. REMES ARCHITECT INC.

9-5

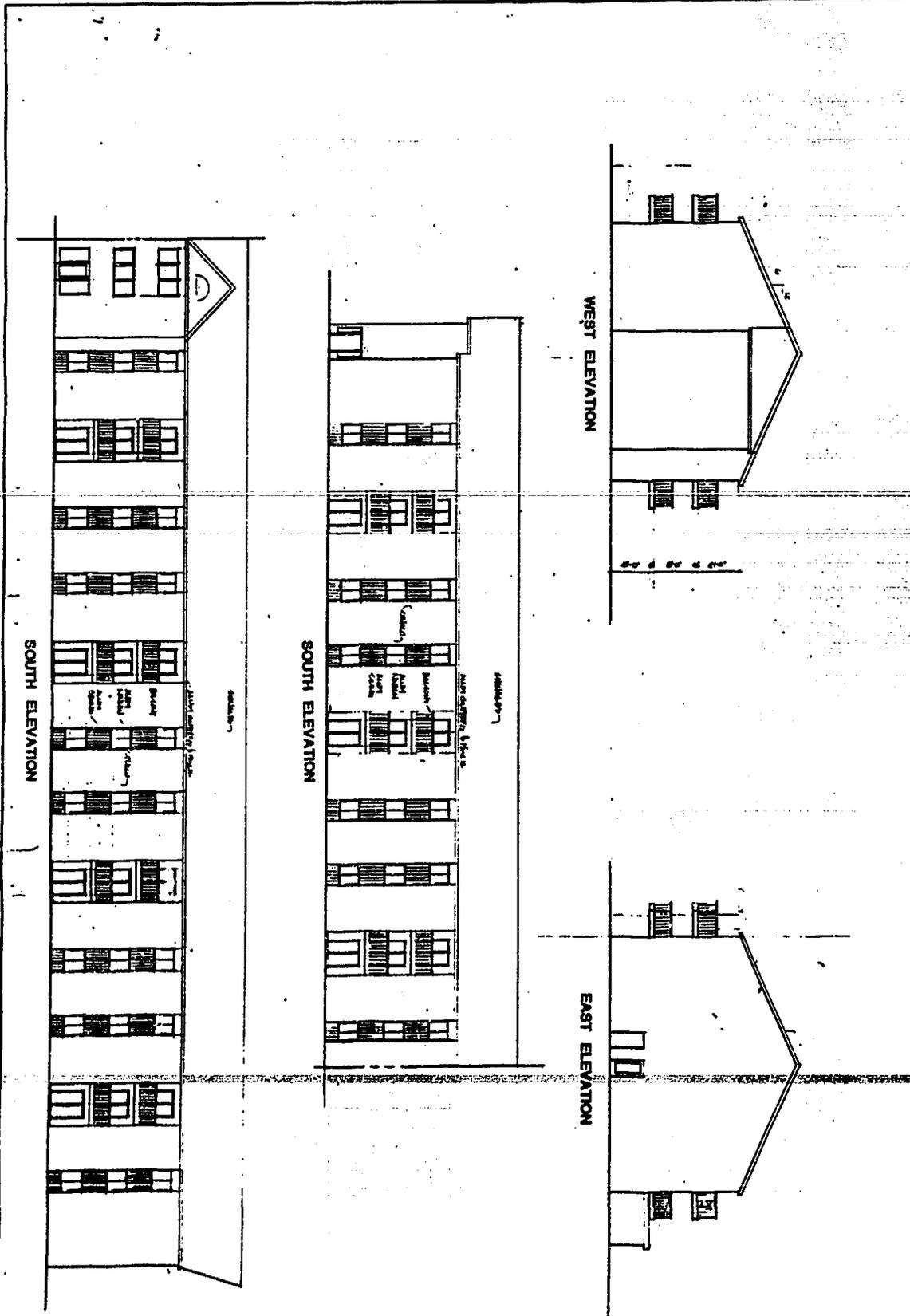


3rd FLOOR PLAN

BUILDING 21

NORTHLAND BRIDGE ROAD, NEWARK, N.J.

D. L. RENNES ARCHITECT INC.

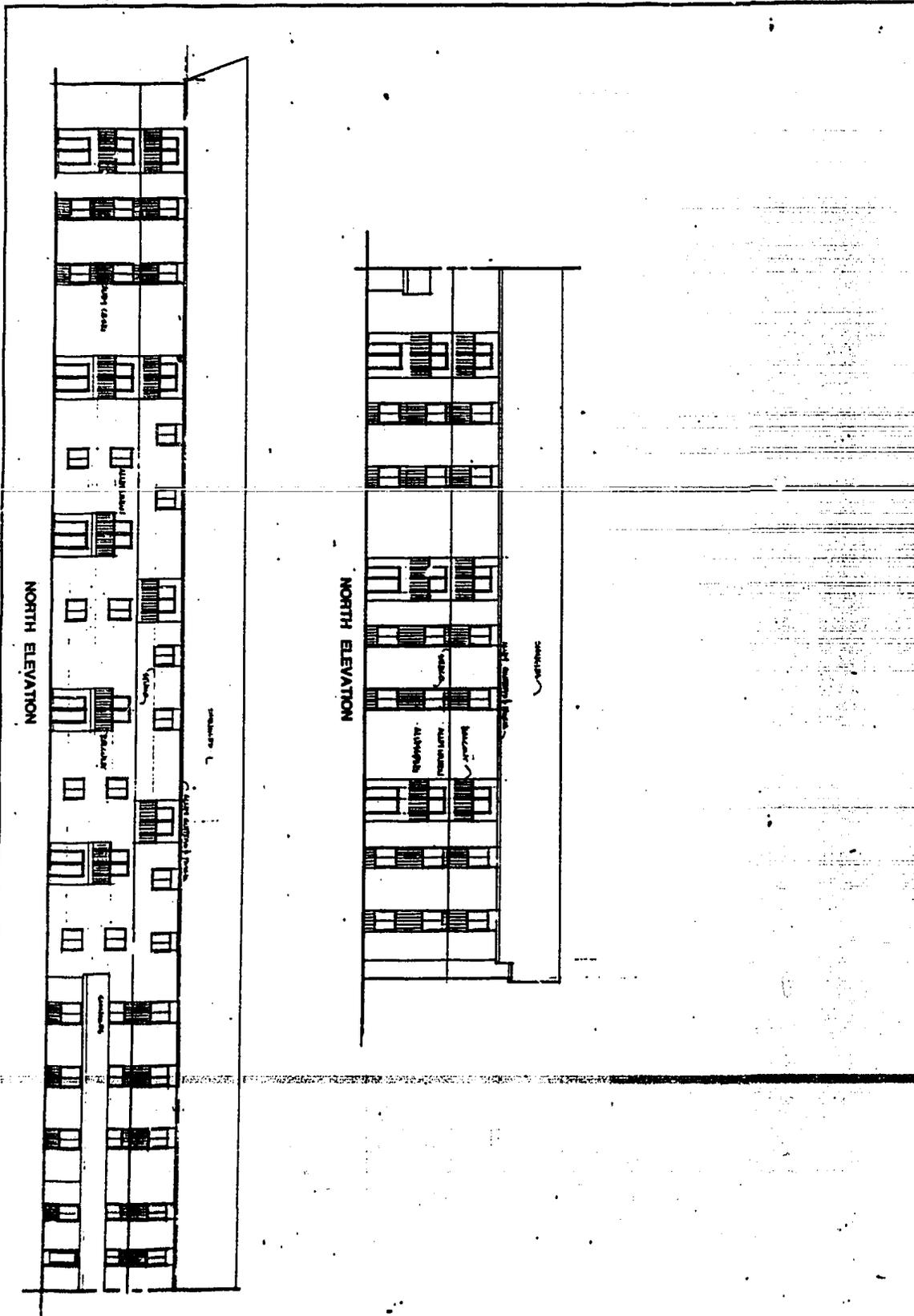


BUILDING 1
 NORTHLAND SENIOR VILLAGE III 6886 KARL ROAD

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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D. L. RENDES ARCHITECT INC.

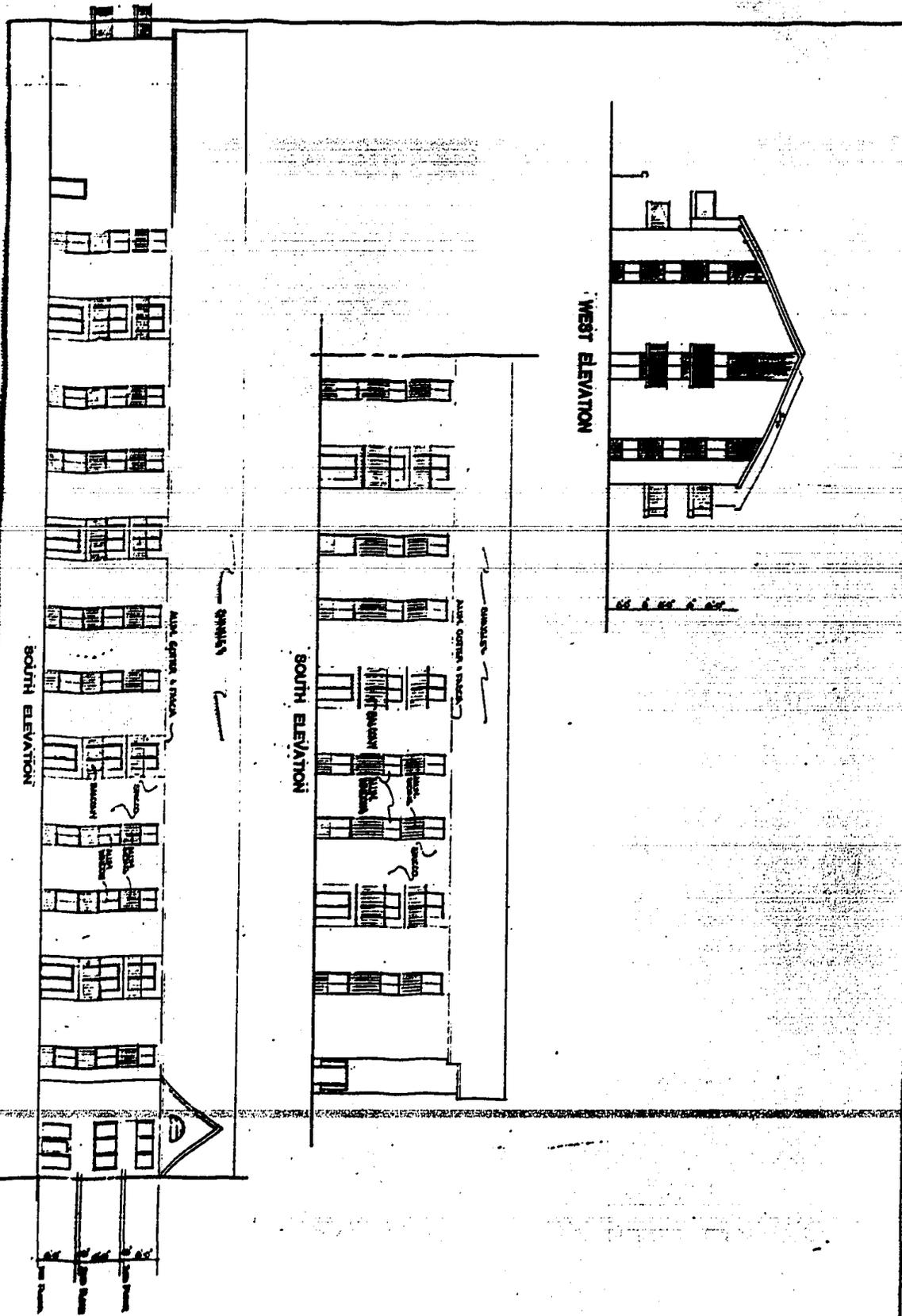
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BUILDING 1
 NORTHLAND SENIOR VILLAGE III 2188 KARL ROAD

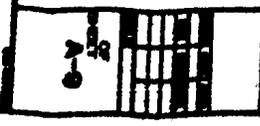
A-9
 OF
 SHEET

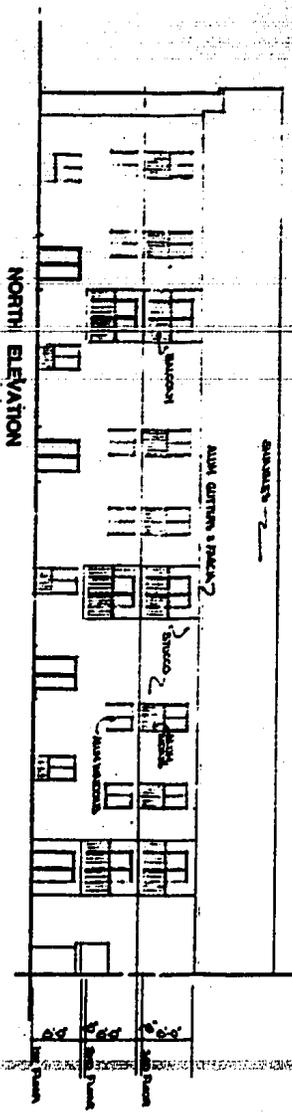
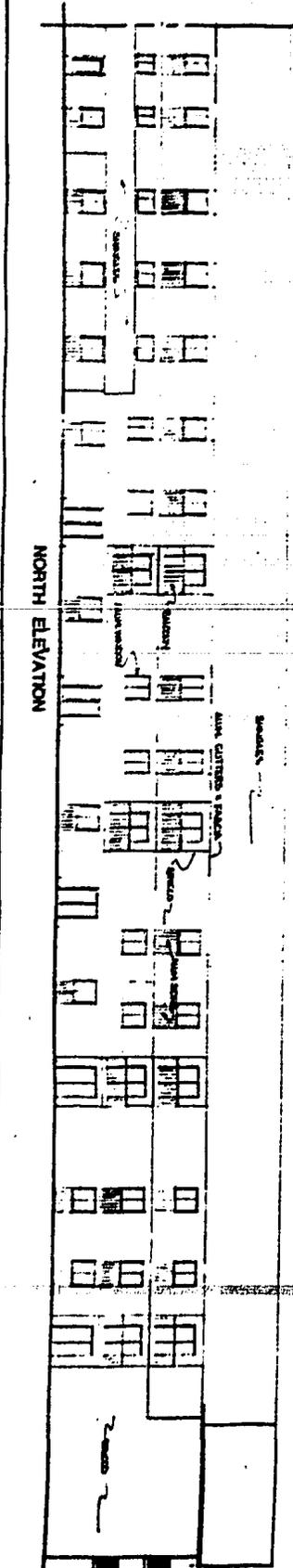
D. L. RENNES ARCHITECT INC.



BUILDING 2
 NORTHLAND SENSOR VILLAGE III

D. L. REMMES ARCHITECT INC.



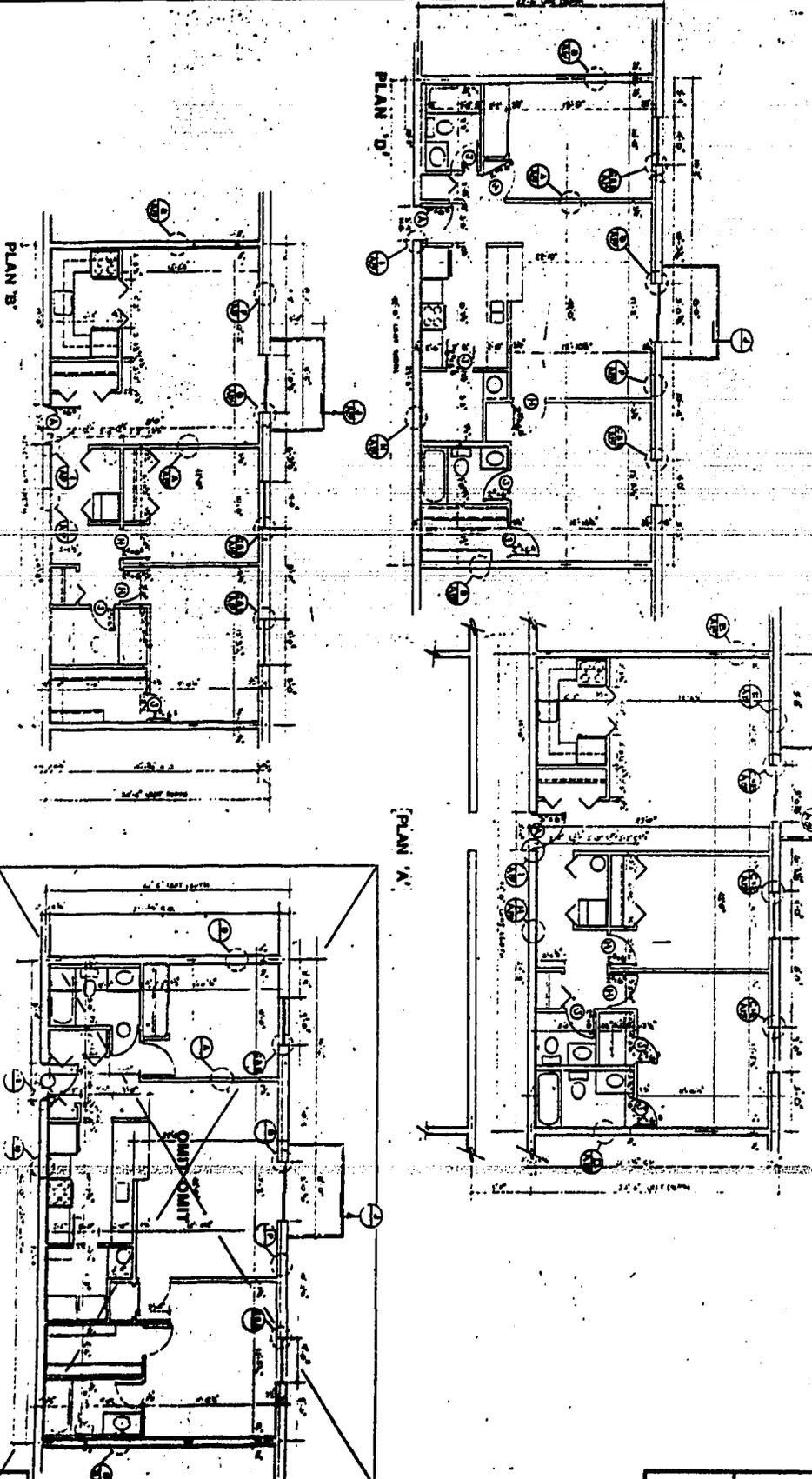


BUILDING 2
 NORTHLAND SENIOR VILLAGE III

A-10

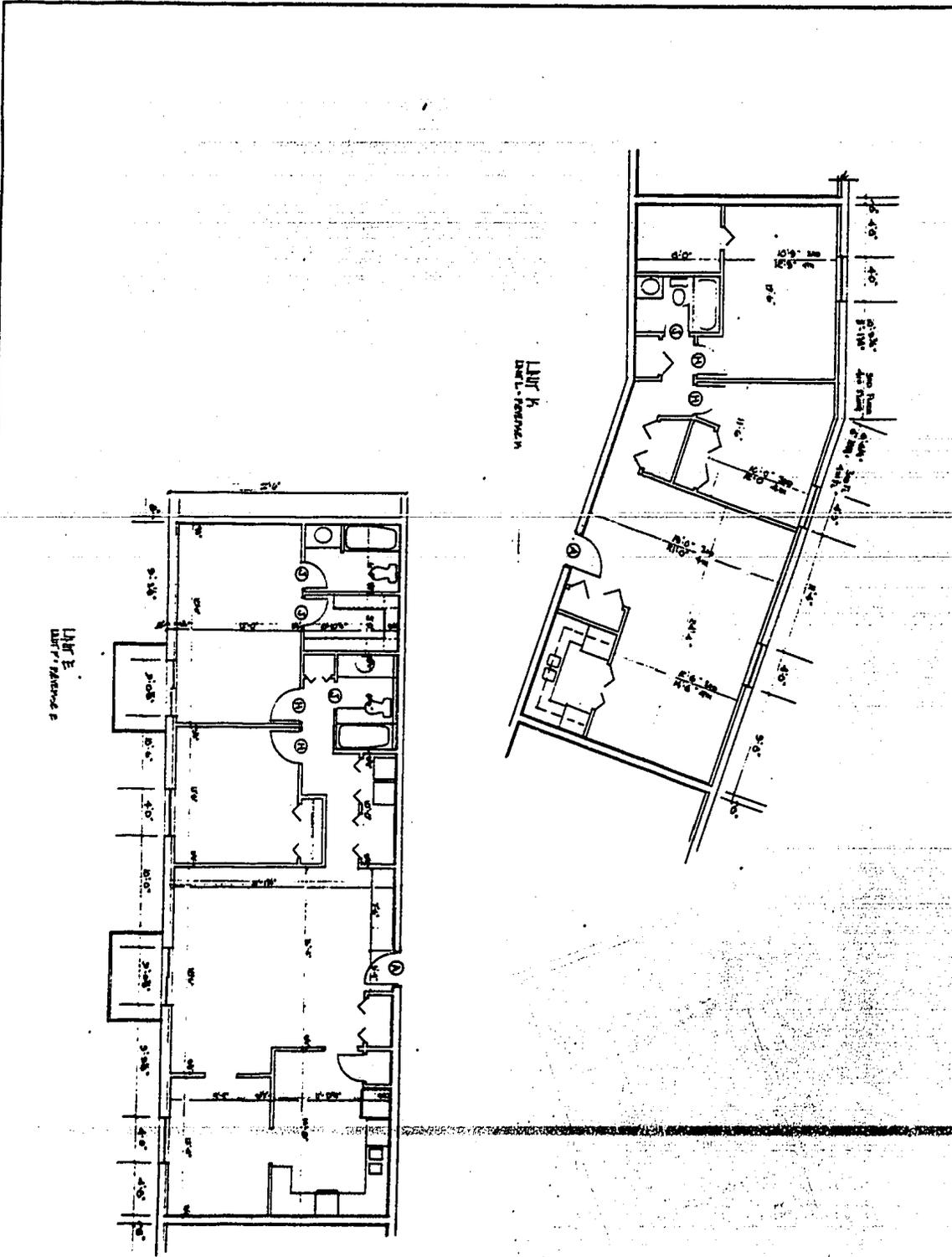
D. L. RENKES ARCHITECT INC.

REVISIONS
1. CHANGE ROOMS &
2. CHANGE ROOMS &
3. CHANGE ROOMS &



11-11
OF
SHEET
A-11

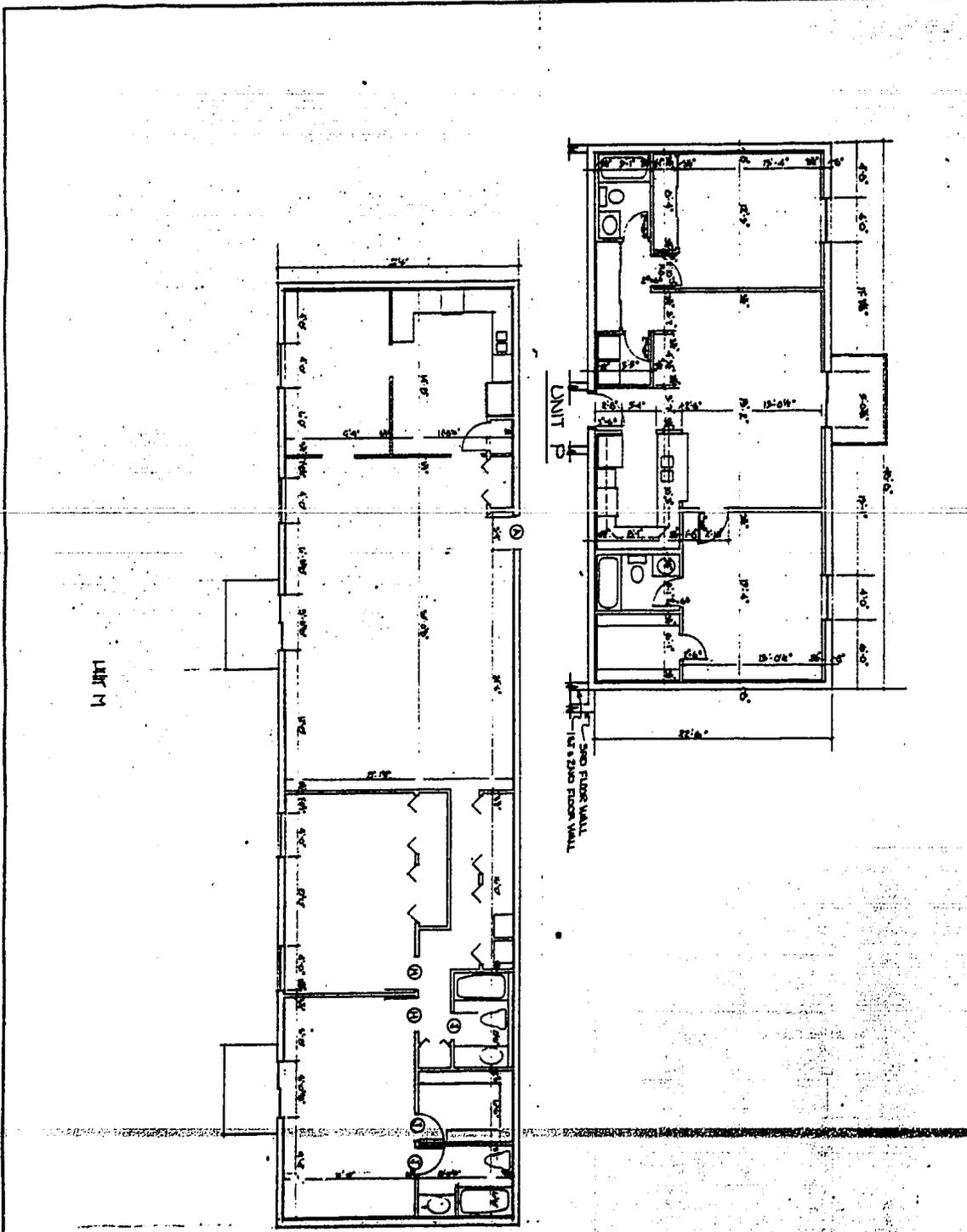
NORTHLAND SENIOR VILLAGE II
D. L. RENKES ARCHITECT, INC.



A-12
OF
SHEET

D. L. RENKES ARCHITECT INC.





A-13
OF
SHEET

D. L. RENKES ARCHITECT INC.

EXHIBIT D
BYLAWS OF NORTHLAND SENIOR VILLAGE
CONDOMINIUM III UNIT OWNERS' ASSOCIATION

ARTICLE I

THE ASSOCIATION

Section 1. NAME AND NATURE OF ASSOCIATION. The Association shall be an unincorporated association and shall be called "Northland Senior Village Condominium III Unit Owners' Association".

Section 2. MEMBERSHIP. Each Unit Owner upon acquisition of an Ownership Interest in a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

Section 3. VOTING RIGHT Each Member owning the entire Ownership interest in a Unit shall be entitled to exercise one vote in the Association for each Unit owned. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership Interest of such Unit.

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

Section 5. MEETINGS OF MEMBERS.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be presented before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon the Condominium Property as may be designated by the Board and specified in the notice of such meeting, at 8:00 o'clock p.m. or at such other time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held on the first Tuesday of February of each year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

B. Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association authorized to exercise the authority of the President, the Board by action at a meeting, or a majority of the members acting without a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

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

D. Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

E. 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.

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

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of members of Board
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 6. ACTIONS WITHOUT A MEETING. All actions, except removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE IIIBOARD OF MANAGERS

Section 1. NUMBER AND QUALIFICATION The Board shall consist of not less than five persons. All persons nominated or elected to the Board shall be either a Unit Owner and Occupant or, so long as Grantor is a Unit Owner, an officer of Grantor.

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

Section 3. TERM OF OFFICE; RESIGNATION. Each Board member shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of three Board members shall be two (2) years, and the term of office of the remaining Board members shall be one (1) year. At the expiration of such initial term of office of each respective Board member, his successor shall be elected to serve for a term of two (2) years.

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

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

Section 6. SPECIAL MEETINGS. Special meetings of the Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. QUORUM; ADJOURNMENT. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is

adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the declaration or in these Bylaws.

Section 8. 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 the 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
- L. 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 9. DUTIES. It shall be the duty of the Board to:

A. cause to be kept a complete record of all its acts and 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 to 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 restrictions created by the Declaration to be enforced; and

G. take all other actions required to comply with all requirements of law and the condominium organizational documents.

Section 10. REMOVAL OF MEMBERS OF BOARD. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 11. FIDELITY BONDS. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 12. ACQUIRING AND CONVEYING INTERESTS IN REAL ESTATE. Whenever it becomes necessary in the opinion of the Board for the Association to acquire or convey any interest in real estate, title to such interest shall be taken and granted in the name of the President of the Association as Trustee for the members of the Association unless otherwise provided in the Declaration or Bylaws.

ARTICLE III

OFFICERS

Section 1. ELECTION AND DESIGNATION OF OFFICERS. The Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are members of the Association.

Section 2. TERM OF OFFICE; VACANCIES. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in

case of resignation, removal from office or death. The board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

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

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

Section 5. SECRETARY. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

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

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

Section 8. DELEGATION OF AUTHORITY AND DUTIES The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service for Common Areas and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding the Limited Common areas and Facilities. The water charges billed to each Unit Owner shall be combined and paid by the Association and assessed against the Unit Owners as a Common Expense. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are common expenses, the Association shall have the right to levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Casualty Insurance. The premium upon a policy or policies of Casualty Insurance insuring the Common Areas and Facilities, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

C. Liability Insurance. The premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually;

D. Workers Compensation. Workers compensation insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities.

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the Condominium property as a first class Condominium project or for the enforcement of the Declaration and these Bylaws;

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrance.

I. Certain Maintenance of Units. The cost of the maintenance and repair of the Limited Common areas and Facilities and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair with a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided,

however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

Section 2. ASSOCIATION'S RIGHT TO ENTER UNITS. The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not.

Section 3. CAPITAL ADDITIONS AND IMPROVEMENTS. Whenever, in the judgment of the Board, the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$5,000.00, the making of such additions, alterations or improvements must be approved by Unit Owners entitled to exercise not less than a majority of the voting power and, upon obtaining such approval, the Board shall proceed with such additions, alterations and improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$5,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense. In no event shall all of the additions, alterations and improvements in any one calendar year exceed in the aggregate \$15,000.00 unless the prior approval of a majority of the voting power is obtained.

Section 4. RULES AND REGULATIONS The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 5. SPECIAL SERVICES. The Association may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of Units and special recreational, educational or medical facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor.

Section 6. DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any managers or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE V**FINANCES OF ASSOCIATION**

Section 1. PREPARATION OF ESTIMATED BUDGET. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with the reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Unit Owner in writing, as to the amount of such estimate, with reasonable itemization thereof. The Unit Owners shall be assessed according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering the accounting.

Section 2. RESERVE FOR CONTINGENCIES AND REPLACEMENTS. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, such extraordinary expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

Section 3. ASSESSMENTS PRIOR TO ORGANIZATION OF ASSOCIATION. Until such time as the Association is organized, monthly assessments in an amount to be determined by Community Structures, Inc. (which in the Declaration is called "Grantor" and which, together with its successors and assigns is herein called "Grantor"), shall be paid to Grantor by the Owner of each Unit (including those Units owned by Grantor). Such payments in such amount shall continue to be paid until the amount thereof shall be re-adjusted in accordance with the provisions of the Declaration and these Bylaws, following the organization of the Association. After organization of the Association, Grantor shall continue to pay its proportionate share of the monthly assessment to the Association for each Unit owned by Grantor. However, Grantor may waive the payment of monthly assessments by Unit Owners and in lieu thereof assume payment of the actual expense of operation of the Condominium Property until organization of the Association is completed and the Association is operating.

Section 4. BUDGET FOR FIRST YEAR. When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article V.

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

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

Section 7. STATUS OF FUNDS COLLECTED BY ASSOCIATION. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Area and Facilities.

Section 8. ANNUAL AUDIT. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition, at any time it is requested by ten or more Unit owners or by Grantor, the Board shall cause an additional audit to be made.

Section 10. SECURITY DEPOSITS FROM CERTAIN UNIT OWNERS. If in the judgment of the Board the equity of the persons owning the Ownership Interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal ten percent (10%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition

to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the declaration or these Bylaws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VI

GENERAL PROVISIONS

Section 1. INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS.

Each Board member and officer of the Association, and each former Board member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason or his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer with respect to the matters covered by such action, suit, or proceeding, and the cost of the Association of indemnifying such Board members or officers (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement of such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights or indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or

under the Declaration, any vote of Association members or any agreement.

Section 2. **AMENDMENTS.** Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than 75% of the voting power; provided, however, no such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

Section 3. **DEFINITIONS.** The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

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