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DECLARATION OF CONDOMINIUM OWNERSHIP
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

THE BLUFFS OF WILDWOOD CONDOMINIUM

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COUNTY OF BUTLER
AUDITOR'S OFFICE

This will certify that copies of the DECLARATION OF CONDOMINIUM OWNERSHIP for THE BLUFFS OF WILDWOOD CONDOMINIUM, Drawings and Legal Descriptions attached herein, have been filed in the office of the County Auditor, Butler County, Ohio

Date

June 29, 1981

County Auditor

By

J. R. Tilton
John Glover
Real Estate Transfer Dept.
Butler County, Ohio

Date Filed
6/30/1981

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE BLUFFS OF WILDWOOD

KNOW ALL MEN BY THESE PRESENTS, that whereas THE RYLAND GROUP, INC., (the Declarant) is the owner in fee simple of the real property described in Exhibit "A" attached hereto and also the real property described as Parcel I in Exhibit "B" attached hereto, and plans to acquire the balance of the land described as Parcels II through VI in Exhibit "B" attached hereto; and

WHEREAS, it is the desire and intention of Declarant to enable the foregoing real property designated on Exhibit "A", together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated on said property, and all privileges belonging or pertaining thereto (the "Condominium Property") to be owned under and pursuant to that certain type of ownership commonly known as "CONDOMINIUM" and to subject and submit such property to the provisions of Chapter 5311, Ohio Revised Code; and

WHEREAS, Declarant may desire for property described on Exhibit "B" or any parts thereof, together with all buildings, structures, improvements and other permanent fixtures that may be constructed thereon and all privileges belonging or pertaining thereto to be owned and pursuant to the type of ownership known as CONDOMINIUM and to submit such property to the provisions of Chapter 5311, Ohio Revised Code, in which event the term "Condominium Property" shall include all such property; and

WHEREAS, Declarant is further desirous of establishing for the mutual benefit of the Declarant and all future owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as "The Bluffs of Wildwood Condominium", certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the Declarant and the owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interest therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the By-Laws of

The Bluffs of Wildwood Condominium Unit Owners' Association, Inc, attached hereto as Exhibit "E" and made a part hereof (the "By-Laws") all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property.

Now, THEREFORE, Declarant as the owner in fee simple of the Condominium Property, hereby makes the following Declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.

ARTICLE I

NAME

Section 1.1 Name. The Condominium Property shall be known as "The Bluffs of Wildwood".

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. The terms defined in this Article II (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 respective meanings specified in this Article.

A. Articles of Incorporation. The Articles of Incorporation which create and govern the non-profit corporation constituting the Unit Owners's Association and which are filed with the Secretary of State of Ohio and attached hereto as Exhibit "D" and made a part hereof.

B. Assessments. Assessments means "common assessments" charged proportionately against all units for common purposes.

C. Association. The Bluffs of Wildwood Homeowner's Association, Inc., an Ohio corporation not for profit, being the entity charged with the responsibility of operating and maintaining the condominium property, and defined as a units owner's association pursuant to Section 5311.11 (L) of the Ohio Revised Code.

D. Board of Trustees. Individuals appointed by Declarant or elected by the members (unit owners) or as otherwise provided to manage the Association.

E. Buildings. -All of the structures being constructed on property described in Exhibit "A" as set forth herein, provided however, when additional property and buildings have been added to the Condominium Property pursuant to the provisions of Article XII hereof, the term "Buildings" shall also include such additional buildings.

F. Bylaws. Bylaws of the association providing for the administration, duties and management thereof and attached hereto as Exhibit "E" and made a part hereof.

G. Chapter 5311. That portion of the Ohio Revised Code, as the same may be amended or supplemented from time to time, which pertains to condominium ownership.

H. Common Areas and Limited Common Areas and Facilities. Common Areas and Facilities included the following parts of the Condominium Property:

- (1) The land described in this declaration.
- (2) All other areas, facilities, places and structures that are not part of a unit, including but not limited to:
 - a. The foundation, column, girders, beams, supports, supporting walls, roofs, wiring, pipelines, halls, corridors, paved stoops, lobbies, common stairways, porches, antenna systems, fire escapes, and common entrances and exits of all buildings;
 - b. The yards, gardens, fences, parking areas, pipelines, and storage areas;
 - c. Installation of central services serving more than one unit such as power, lights, gas, hot and cold water, heating, refrigerations, air condition and incinerating equipment;
 - d. The tanks, pumps, motors, fans, swimming pool, compressors, ducts and, in general, all apparatus and installations existing for common use;
 - e. All portions of any structure and of any equipment and facilities situated on the common areas;
 - f. Any items such as appliances, equipment, fixtures, or other forms of personal property situated on the common area and which are owned in common, by the owners;
 - g. All other parts of the condominium property necessary or convenient to its existence, maintenance, and safety, or normally in common use, of which have been designated as common areas and facilities in the Declaration or Exhibits attached thereto.
- (3) To the extent that the various items listed above may be part of some particular unit (s), they are excluded from being common area.
- (4) Limited common areas and facilities means the common areas and facilities designated on the drawings in Exhibit "C" as reserved for the use of a certain unit or units to the exclusion of the other units, and as more specifically described in Article III, Section 3.3 (D).
- I. Common Expenses. Those expenses designated as common expenses in Chapter 5311, this Declaration, of any of the other associated condominium documents, including, without limitation, the following:

- (1) Maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
 - (2) Management and administration of the Association, including without intending to limit, the compensation paid by the Association to managing agents, accountants, attorneys and other employees;
 - (3) Maintenance, management, operation, repair and replacement, of the recreational facilities, if any, for the benefit of the unit owners, to the extent such costs and obligations are the responsibility of the Association.
 - (4) All sums lawfully assessed against the unit owners by the Association and such other expenses determined from time to time to be common expenses by the Association.
- J. Condominium Instruments. The Declaration and accompanying drawings and plans, the Bylaws of the Unit Owners' Association and any contracts pertaining to the management of the condominium property, and all other documents, contracts or instruments establishing ownership of or exerting control over the condominium unit, and the exhibits attached hereto, and as the same may from time to time be amended. Said Exhibits are as follows:
1. Exhibit A - Legal Description of property submitted to this Condominium Plan in the Declaration.
 2. Exhibit B - Legal Description of Additional Property.
 3. Exhibit C - Condominium Drawings.
 4. Exhibit D - Articles of Incorporation.
 5. Exhibit E - Bylaws of the Association.
- K. Condominium Property. The land described on Exhibit "A" heretofore, all buildings, improvements, and structures on said land, and all easements, rights, and appurtenances belonging to said land, and all articles of personal property, submitted to the provisions of Chapter 5311 of the Ohio Revised Code.

In the event that through the process of annexations, purchase or merger of other land and/or condominiums herein or hereto, other property of a similar type is brought within or into the jurisdiction of this Condominium Plan such other property and all improvements thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, shall also thereupon be included in this definition.

- L. Declarant. THE RYLAND GROUP, INC., a Maryland corporation, authorized to do business in Ohio, its successors and assigns.
- M. Declaration. This instrument and all of the exhibits hereto, and any and all amendments to this Declaration.
- N. Developer. The Seller of the condominium interests in this condominium development. "Developer" includes The Ryland Group, Inc., a Maryland corporation, its successors and assigns.
- O. Drawings. The plans and drawings filed with the Butler County Recorder's Office, applicable to this Declaration as shown in Exhibit "C", and any plans and drawings hereinafter submitted pursuant to Article XII hereof.
- P. Mortgagee. The holder of a first mortgage lien against and individual unit.
- Q. Occupant. A person or persons, natural or artificial, in possession, of a unit (not necessarily the owner of a unit, however).
- R. Ownership Interest. A fee simple estate in a unit, together with an appurtenant undivided interest in the common areas and facilities.
- S. Rules. Rules and regulations governing the operation and use of the condominium property or any portion thereof as may be adopted or amended by the Association from time to time.
- T. Units. Those parts of the condominium property described in Article III and shown on Exhibit "C" hereof which are the subject of individual ownership.

- U. Unit Owner. Any person or persons, natural or artificial, owning the fee simple estate in a unit and an individual percentage interest in the common areas and facilities.

ARTICLE III

DESCRIPTION OF PROPERTY IN UNITSection 3.1 General Description of Condominium Property.

Unless or until expanded by annexing additional land and units and/or merged as provided in Article XII hereof, the Condominium Property consists of property described in Exhibit "A" and the buildings and other improvements thereon, including without limitation, two residential buildings, identified on the drawings as buildings 1 and 2. Building 1 contains units 11 through 18, building 2 contains units 21 through 27. All buildings are situated as shown on the plans and drawings. All units are single family units, and are built according to one of the five plans, designated as Abbey, Asbury, Banff, Bellwood and Chateau which are described as follows:

Abbey - Two story townhouse. The first floor contains a living room, dining room, kitchen/dinette and one half bath. The second floor contains three bedrooms and one full bath. The basement contains an unfinished family room and laundry/utility room. The Abbey units are #14, #16 and #23. Abbey units contain 1130 square feet of area with an optional family room which contains 416 square feet of area. Each Abbey unit includes 7.19 percent ownership in the Common Areas and Facilities of the Condominium Property, until additional units are added.

Asbury - Two story townhouse. Plan is the same as the Abbey. Asbury units are #12 and #26. Asbury units contain 1130 square feet of area with an optional family room which contains 416 square feet of area. Each Asbury unit contains 7.19 percent ownership in the Common Areas and Facilities of the Condominium Property, until additional units are added.

Banff - Two story townhouse. The first floor contains a living room, dining room, kitchen and one half bath. The second floor contains two bedrooms and one full bath. The basement contains an unfinished family room and laundry/utility room. Banff units are #13, #15, #17, #22, #24 and #25. Banff units contain 1010 square feet of area with an optional family room which contains 394 square feet of area. Each Banff unit includes 6.465 percent ownership in the Common Areas and Facilities of the Condominium Property, until additional units are added.

Bellwood - Two story townhouse. The first floor contains a living room, kitchen/dinette, dining room and one half bath. The second floor contains two bedrooms and two full baths. The basement contains an unfinished family room and laundry/utility room. Bellwood units contain 1112 square feet of area with an optional family room which contains 386 square feet of area. Bellwood units are #18 and #21. Each Bellwood unit includes 7.04 percent ownership in the Common Areas and

Facilities, until additional units are added.

Chateau - One story ranch. The first floor contains a living room, dining room, two bedrooms and one full bath. The basement contains an unfinished family room and laundry/utility room. Chateau units are #11 and #27. Chateau units contain 860 square feet of area with an optional family room which contains 396 square feet of area. Each Chateau unit includes 5.59 percent ownership in the Common Areas and Facilities of the Condominium Property, until additional units are added.

All units are of contemporary architecture and are constructed primarily of wood siding with brick or stone fronts, poured concrete foundations and asphalt shingle roofs.

The locations, together with the particulars of the building; the number of units in each residential building; the layout, location, designation, dimensions, area and number of rooms in the Units; and the Common Areas and Facilities are shown graphically on the set of drawings attached hereto, marked Exhibit "C", and made a part hereof. Said set of drawings was prepared by and bears the certified statements of Gary P. Nichols, registered professional surveyor #6657 and Carl G. Hartman, licensed professional engineer #31329 of Hartman-Walters, Inc. as required by Section 5311.07, Ohio Revised Code. The separate drawings comprising said set hereinafter referred to by reference to the exhibit designations thereon. These drawings may be amended pursuant to the provisions of Article XII hereof in the event that the Developer, its successors and assigns, proceeds to add other sections as described in Exhibit "B", together with all improvements thereon to the Condominium Property, or merges the Condominium Property with any other Condominium Property as provided therein.

Section 3.2. Units. Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings of said unit projected, if necessary, by reason of structural division such as interior walls, or doors and windows, to constitute a complex enclosure of space, and including with limitation:

1. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, carpeting and any other finishing material applied to interior and perimeter wall, ceilings and floors;

2. All windows, screens and doors, including the frames, sashes and jambs, and the space occupied thereby, together with all glass therein.

3. All fixtures located within the bounds of a unit, installed in and for the exclusive use of said unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines, wires or networks serving the entire building or more than one unit thereof;

4. All control knobs, switches, thermostats, and base plugs, and plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the unit or the fixtures located therein, together with the space occupied thereby;

5. All space between interior walls and interior ceilings and floors, together with that space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;

6. All plumbing, heating, electric, cooling and other utility or service lines and equipment, pipes, wires, ducts or conduits which serve either the unit or the fixtures located therein, and which are located within or outside the bounds of the unit;

But, excepting therefrom, all of the following items located within the bounds of the unit described above:

1. Any part of the structural and component parts of the perimeter walls;

2. All plumbing, electric, heating, cooling and other utility or service lines or equipment, pipes, wires, ducts and conduits which serve any other unit.

Section 3.3. Common Areas and Facilities

A. Description. The Common Areas and Facilities shall consist of all parts of the Condominium Property except the units as described in Section 2.1 (H) hereof, including, but not limited to all easements now or hereafter benefiting such land, buildings, storage space not included in units, parking areas, driveways, private streets, landscaping, swimming pools, community and recreational facilities now or hereafter situated on the Condominium Property.

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 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 contained herein shall be deemed to prohibit a voluntary or judicial partition of such ownership as between such co-owners.

The following table indicates the percentages of interest in the Common Areas and Facilities of each unit, as determined by the Declarant in accordance with the provisions of Chapter 5311. Said percentages are computed on the basis of area with basement square footage reduced 75% for purposes of computing total area to be used for percentages.

<u>NUMBER</u>	<u>UNIT PLAN</u>	<u>PERCENTAGE INTEREST IN COMMON AREAS</u>
11	Chateau	5.59
12	Asbury	7.19
13	Banff	6.465
14	Abbey	7.19
15	Banff	6.465
16	Abbey	7.19
17	Banff	6.465
18	Bellwood	7.04
21	Bellwood	7.04
22	Banff	6.465
23	Abbey	7.19
24	Banff	6.465
25	Banff	6.465
26	Asbury	7.19
27	Chateau	5.59
TOTAL		100.000

The undivided percentage interest of the unit owners in the Common Areas and Facilities and the fee simple 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 to the fee title to such unit.

Such percentage amount shall remain constant and shall not be changed except by an amendment pursuant to Article XII of this Declaration or by an amendment to this Declaration unanimously approved by all Unit owners affected by such change.

C. Use of Common Areas and Facilities. Each Unit owner shall have the right to use the Common Areas and Facilities and any property owned or leased by the Association in accordance with the purpose for which they are intended and for all purposes incident to the use and occupancy of his unit. Such rights shall be appurtenant to and run with his unit. However, no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the By-Laws and the Rules and Regulations, or in any way that will adversely effect or cause any reduction in value of any other property owned by Declarant. The Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted lessees, invitees, servants, heirs and assigns, as well as to provide for the exclusive use by a Unit owner, members of his family, permitted users, invitees, servants, his heirs and assigns of limited Common Areas and Facilities. Such exclusive use may be conditioned on, among other things, the payment by the Unit owner of such assessments as may be established by the Association for the purpose of defraying costs thereof.

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 presently with respect to each unit shall consist of:

1. Private patio decks and porches
2. Carports and parking spaces

Section 3.4 Recreational Facilities. The Developer may add to the Condominium Property, as part of the Common Areas and Facilities, recreational areas and recreational facilities, including swimming pool and recreational buildings, on additional property to be added pursuant to Article XII of this Declaration.

In addition, the Declarant has entered into an Easement Agreement with Towne Properties, Ltd., dated May 20, 1981, for the use of the recreational facilities and swimming pool upon the "Recreation Property", described therein. Under the terms

of said Agreement, the cost of use of the recreational facilities and swimming pool would be borne by all users of the Recreational Property, in equal shares, as may be established by Towne Propertyies, Ltd., from time to time. The cost of such use shall be considered part of the common expenses of the Association, and shall be assessed to the individual owners of all units, as provided in Article VIII of this Declaration, on a unit basis, rather than according to the respective percentage interest in the Common Areas and Facilities allocated to each unit. A copy of this Agreement is recorded in Deed Book 1423 , Page 159 , Butler County, Ohio Records. No unit owner may avoid the obligation to pay these assessments by waiving the right to use any of the facilities.

ARTICLE IV

UNIT OWNER'S ASSOCIATION

Section 4.1 Membership. Declarant has caused to be formed an Ohio corporation not for profit, called "The Bluffs of Wildwood Homeowners' Association, Inc.," the Articles of Incorporation for which are attached as Exhibit "D", which shall administer the Condominium Property subject to the provisions of Article V hereof. Each unit owner, upon acquisition of the ownership interest in a unit within the Condominium Property, shall automatically become a member of the Association. 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 have automatically become a member of the Association.

Section 4.2 Board of Trustees and Officers. The Board of Trustees and Officers of the Association elected or appointed as provided in the By-Laws of the Association attached hereto as Exhibit "E" shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by this Declaration upon the Association, except as otherwise specifically provided. However, in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or a member of the Board of Trustees solely in his capacity as an officer or a member of the Board of Trustees, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws attached hereto as Exhibit "E".

The Developer, its successors and assigns, shall have the right to elect or appoint a majority of the Board of Trustees of the Association for five years after filing of the Declaration or until Developer has completed the sale and conveyance of seventy-five percent (75%) of all unit ownerships, whichever time shall first occur. In the event that there shall be a vacancy in the office of any Board member appointed by the Developer, at any time, then the provisions of the By-Laws to the contrary notwithstanding the successor or substitute Board member shall be appointed or elected by the Developer. During such time as the Developer shall have, under the terms of this Paragraph, the right to appoint or elect the majority of said Board, Developer shall not vote its membership in the election of the balance of the Board, to wit: the minority thereof but said minority of the Board shall be elected by the members exclusive of the Developer. The Developer's presence shall, however, be included for the purpose of determining a quorum at any meeting of the members at which the election of Board members takes place. The Developer shall, at the annual meeting of the members,

advise the chairman of the annual meeting of the persons whom it desires to have appointed or elected Board members, not exceeding a majority of the whole Board of Trustees, and such persons shall be deemed elected Board of Trustees of the Association. The Board members appointed or elected by the Developer hereunder need not be members of the Condominium Association, provisions of the By-Laws of the Condominium Association to the contrary notwithstanding, and need not be officers or Directors of the Developer, but may be any adult person, competent to contract under the laws of the State of Ohio.

For the purpose of determining the total number of units to be conveyed by the Developer in order to constitute the sale and conveyance of seventy-five percent (75%) of all unit ownerships, said percentage shall be computed on the entire number of units anticipated to be added to the Condominium Property described in Exhibit "B" in this Declaration, pursuant to Article XII, as provided in Section 5311.09 (C). The Developer anticipates that the total number of units to be submitted to the Condominium Property described in Exhibit "B" will be approximately three hundred (300) units, and that the Developer may retain the right to elect or appoint a majority of the Board until two hundred twenty five (225) units have been sold and conveyed, or until the expiration of five years aforesaid.

Section 4.3 Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each unit owner and occupant shall comply with the provisions of this Declaration, the By-Laws, 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.

ARTICLE V

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

Section 5.1 Responsibility of the Association. Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities and any property leased to the Association shall be the responsibility of the Association. Each owner agrees to maintain, repair, and replace, at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the wilful or uninsured negligent act or neglect of himself or any other of his household, or by the wilful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or member of his household.

Section 5.2 Professional Management Contracts. The Association may delegate all of any portion of its authority to discharge its responsibilities under Section 5.1 above, to a manager or managing agent. However, neither the Association nor the unit owners will be subject to any management contract or agreement executed prior to the assumption of control by the unit owners, as provided in Article IV, Section 4.2, for more than one year subsequent to that assumption of control unless such contract of agreement is renewed by a vote of the unit owners pursuant to the By-Laws. Any such management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 5.3 Unit Owner. The responsibility of each Unit owner shall be as follows:

A. To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and any heating or air conditioning equipment located within or outside the Unit boundaries designed and installed for the exclusive purpose of servicing equipment located within the Unit boundaries, and to do likewise with all Limited Common Areas and Facilities designated by the Association for his use.

B. To maintain and repair all windows, doors, vestibules, and entry-ways of his Unit and of all associated structures and fixtures which are appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

C. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the condominium.

D. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Association is obtained.

E. To promptly report to the Association or its managing agent any defect or need for repairs, the responsibility for the remedying of which is with the Association or with another Unit owner.

F. Not to make any alterations in the portions of the Unit, the building or any other part of the Condominium Property which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the managers of the Association. Nor shall any Unit owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easements exist.

Section 5.4 Construction Defects. The obligation of the Association and of owners to repair, maintain 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 repair, maintenance or replacement by the Association or owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

Section 5.5 Effects 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 of material and 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 guarantee or insurance coverage shall not excuse any delay by the Association or any Unit owner in performing his obligation hereunder.

ARTICLE VI

EASEMENTS

Section 6.1. Encroachments. In the event that, by reason of construction settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established. These easements shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing. However, in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said owner.

Section 6.2. Maintenance Easements. The owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the Condominium Property. The owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, electrical, or television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his Unit.

Section 6.3. Easements for Certain Utilities. The Association may hereafter grant easements on behalf of the Condominium Property or the owners of adjoining properties, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Unit owner hereby grants and the transfer of title to a Unit owner shall be deemed to grant the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit owner, such instruments as may be necessary to effectuate the foregoing.

Section 6.4. Easements Through Walls Within Units.

Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

Section 6.5. Easements to Run With Land.

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Grantor, its successors and assigns, and any owner, purchaser, mortgagee and other person now or hereafter having an interest in said Condominium Property, or any part or portion thereof.

Section 6.6. Reference to Easements in Deeds.

Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the unit.

Section 6.7. Easements Reserved by Declarant.

Declarant hereby reserves the right and easement for itself, its successors and assigns, to enter upon the Condominium Property in order to install, maintain, repair, replace, relocate and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television and other utility or quasi-utility services to all of the land described in Exhibit "B" Parcels II through VI, and to enter upon the Condominium Property to the extent necessary in order to construct residential and/or improvements on said parcels. However, any utilization of the foregoing rights and easements reserved shall not unreasonably interfere with the use and enjoyment of the Condominium Property. If any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 7.1. The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Unit owner, his heirs, tenants, licensees and assigns.

A. Purpose of Property. No unit shall be used for any purpose other than as a residence site as follows:

1. For a single family meaning a group of one or more persons each of whom are related to the other by blood, marriage or adoption who are living together and maintaining a common household, but excluding more than one married couple and excluding two or more parents (not married to each other and not themselves parents and child) who have their children or step-children living with them.
2. In the alternative, as a residence site for persons who do not constitute such a "family" but subject to the following restrictions on the total number of persons (including children) occupying any unit: Any two bedroom unit may be used or occupied by no more than four persons; any three bedroom unit may be used or occupied by no more than six persons, until and unless the Association adopts rules or regulations altering this requirement and no such rule or regulation may be adopted except by the Trustees of the Association at a meeting duly called for that purpose.
3. In accordance with frequent approach in zoning codes of protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the owners of units, it is hereby provided that no boarders or roomers shall be permitted.
4. The restriction above to the use of any unit as a single family residence shall not prohibit the conduct of a "home occupation" of profession carried on by residents permitted to reside on the premises under Section 7.1 of this Declaration and in connection with which (a) there is used no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single residence dwelling; (b) there is no commodity sold or services dispensed upon the premises; (c) no person is employed other than residents permitted to reside in that unit under Section 7.1 A.1. above (d) no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the family residing therein and (e) the activities conducted therein shall not interfere with the quiet enjoyment of the premises of any other

A professional person may use his residence for infrequent consultation, emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick-up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conduct of other businesses or enterprises which are precluded by this or other sections of this Declaration.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. Each Unit owner shall be obligated to maintain and keep in good order and repair his own Unit.

C. Parking. No part of the Common Areas or Limited Common Areas and Facilities shall be used for parking of any trailer, truck, boat, motorcycle, scooter or anything other than operative automobiles. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment whether resting on wheels, jacks, tires or other foundations. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as the sole automobile vehicle by a family occupying one of said Units. No covering or walling in of said uncovered parking space shall be permitted. Guests, licensees and invitees shall be permitted to park on paved common areas designated for such use only to the extent that it shall not obstruct traffic flow or unreasonably inconvenience other unit owners.

D. Hazardous Uses and Wastes. Nothing shall be done or kept in any Unit or in the Common or Limited Common Areas and Facilities which will increase the rate of insurance of the buildings or contents thereof, applicable for residential use, 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 or Limited Common Areas and Facilities which will result in cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas or Limited Common Areas and Facilities.

E. Exterior Surfaces of Buildings. Unit owners shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls of a building, 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 thereof, without the prior consent of the Association.

F. Signs. No signs of any kind shall be displayed to the public view of the properties except those on the common areas and approved in advance by the Board of Trustees, those regarding and regulating the use of the common areas and approved in advance by the Board of Trustees; and those used by the Declarant to advertise any unit for sale or rent or to identify the financing agent during the sales period. This section shall specifically preclude, among others, signs situated on the common areas or upon any unit advertising certain premises as being for sale or for rent, other than as permitted to be used by the Declarant to advertise any unit for sale or rent or to identify the financing agent.

G. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or Common Areas and Facilities, except that dogs, cats, or other household pets may be kept in Units and shall not be permitted to run loose; subject to the Rules and Regulations, provided that they are not kept, bred, or maintained for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon seven (7) days written notice from the Board of Trustees of the Association. Pets permitted as above shall be leashed or restrained during walking or exercise within the Common Areas.

H. 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 any annoyance or nuisance to the other owners or occupants.

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

J. Laundry or Rubbish on Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common or Limited Common Areas and Facilities. The Common and Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris, and other unsightly materials. Storage of trash containers shall be strictly in accordance with the Rules and Regulations.

K. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with the Rules and Regulations.

L. Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as otherwise provided in this Declaration and except upon the written consent of the Association.

M. Rental of Units. The owners of the respective Units (including the Declarant) shall have the right to lease or rent any Unit, subject to the provisions in Article XIV. In no event shall said lease or rental period be less than twelve (12) months.

N. Non-discrimination. No owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, color, creed or national origin in the sale, lease or rental of any Unit nor in the use of the Common Areas and Facilities.

O. Rules and Regulations. The listing of the specific use restrictions above shall not bar the Association from making any reasonable rules and regulations which place additional or different use restrictions on the Condominium Property.

P. Compliance with Covenants, Conditions and Restrictions. Every Unit owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws of the Association and with the Rules and Regulations in relation to the use and operation of the Condominium, the Units, the Common Areas and Facilities and the other Condominium Property. Failure to comply with any of the same shall be grounds for withdrawal by the Board of Trustees of privileges with respect to the use of community and recreational facilities and/or Limited Common Areas and Facilities by any defaulting Unit owner and by his tenants, invitees, guests and all members of his family; an action to recover sums due, for damages; or injunctive relief or any or all of them as provided in Section 5311.23 of the Ohio Revised Code. In any case of flagrant or repeated violation by a Unit owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, By-Laws and Rules and Regulations.

Section 7.2. Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above by judicial proceedings or any other means shall in no way effect the validity of the others.

ARTICLE VIII

ASSESSMENTS

Section 8.1 General. Assessments for the maintenance and repair of the Common Areas and Facilities and recreational facilities, and for the insurance, real estate taxes and assessments of the Common Areas and Facilities and recreational facilities, together with the payment of the common expenses and reserve for contingencies and replacements shall be made in the manner provided herein and in the By-Laws.

Section 8.2 Special Assessments - Capital Improvements. In addition to the monthly assessments authorized in Section 8.1., the Association may levy in any assessment year, special assessments applicable to that year only for the following purposes:

- (a) defraying part or all of the common expenses as to the cost of reconstruction, repair, or replacement of capital improvements on the common areas or on Association property, including recreational facilities, and the construction or purchase of new capital improvements, in each instance including personal property and fixtures.
- (b) defraying costs of repair and restoration as referred to in Article X.

Such special assessments for capital improvements may be levied only upon the affirmative vote of a majority of the voting power of the members of the Association at a meeting duly called for that purpose, except that expenses of the Insurance Trustee of the Association in connection with a loss under the insurance coverage and the disbursement of funds thereby shall be as assessment against all unit owners in case of damage to or destruction of the Common or Limited Common Areas, and such assessment shall not require a vote of the members of the Association.

Section 8.3. Division of Common Profits and Common Expenses. The common profits of the Condominium Property shall be distributed among and the common expenses shall be charged to the unit owners according to the percentage of interest in the Common Areas and Facilities appurtenant to their respective units, as set forth in Article III hereof.

Section 8.4. Late Charges. The Association may impose a charge against any Unit owner who fails to pay any amount assessed by the Association against him or his Unit within twenty (20) days after the date of such assessment and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessments in an amount of Ten (\$10.00) Dollar plus One (\$1.00) Dollar per day for every day after the assessment is twenty (20) days delinquent.

Section 8.5. Non-Use of Facilities. No owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

Section 8.6. Lien of Association. The Association shall have a lien upon the estate or interest of the owner in any unit and the appurtenant percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses and late charges as described above chargeable against the Unit which remains unpaid for ten (10) days after the same has become due and payable. The lien is effective on the date a Certificate of Lien is filed for record in the Office of the Recorder of Butler County, Ohio, pursuant to authorization given by the Board of Trustees. The Certificate shall contain a description of the Unit, the name or names of the record owner or owners therein, and the amount of the unpaid portion of the common expenses and late charges and shall be subscribed by the President or other chief officer of the Association. Such lien shall remain valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgement or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit owner shall be personally liable for all assessments levied by the Association against his unit while he is a Unit owner.

Section 8.7. Priority of Association's Lien. The lien provided for in Section 8.6 of this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record. Such lien may be foreclosed in the same manner as a mortgage on real property in a action brought on behalf of the Association by its President or other chief officer pursuant to authority given to him by the Board of Trustees. In any such foreclosure action, the owner or owners of the unit affected shall be required to pay a reasonable rental for the unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment

of a receiver to collect the rental. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees, is entitled to become a purchaser at the foreclosure sale.

Section 8.8. Disputes as to Common Expenses. A Unit owner who believes that the portion of the common expenses chargeable to his unit, for which a Certificate of Lien has been filed by the Association, has been improperly charged against him or his unit, may, pursuant to Section 5311.18 (C) of the Ohio Revised Code, commence an action for the discharge of the lien in the Court of Common Pleas of Butler County, Ohio. In the action, if it is finally determined that the portion of the common expenses has been improperly charged to the owner of his unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

Section 8.9. Purchaser at Foreclosure Sale Subject to Declaration, By-Laws, Rules and Regulations of the Association. Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all the provisions of this Declaration, the By-Laws and the Rules and Regulations.

Section 8.10. Non-liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgagee of a first mortgage of record or other purchaser of a Unit as a result of judicial execution acquires title to the Unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Any such lien against a Unit shall be cancelled and voided and shall become unenforceable. Such unpaid share or common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, its successors and assigns.

Section 8.11. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than a deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Trustees of the Association setting forth the amount of all unpaid assessments against the grantor due the Association. Such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" shall include a decedent and

and "Grantee" shall include a legatee or an intestate heir of said decedent.

Section 8.12. Date of Commencement of Assessments. The full monthly assessment provided for herein shall commence as of the first day of the first month following the date the Declaration is filed for record. The commencement date shall apply to monthly assessments, special assessments for capital improvements and to special individual unit assessments. The Developer shall assume the rights and obligations of the unit owner in its capacity as owner of condominium ownership interests not yet sold, to pay common expenses attaching to such interests, from the date the Declaration is filed for record.

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 9.1. Fire and Extended Coverage Insurance. The Association, as a common expense, shall obtain and maintain for the benefit of all owners and mortgagees, insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning, and such perils as are at this time comprehended within the terms "extended coverage" in an amount not less than 100% of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for each of the unit owners in accordance with the percentage ownership in the Common Areas and Facilities set forth in Article III herein.

Such insurance by the Association shall be without prejudice to the right of the owner of a Unit to obtain individual contents or chattel property insurance. No Unit owner may at any time purchase individual policies of insurance covering any item which the Association is required to insure.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit.

Such policy shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

Section 9.2. Sufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefore. However, in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to this Article IX shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then, such repair, restoration or reconstruction shall not be undertaken.

Section 9.3. Procedure for Repair or Reconstruction.

Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that immediately before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Trustees deems necessary.

The insurance proceeds and the sums deposited from collection of special assessments against Unit owners on account of such casualty shall constitute a construction fund. Said fund shall be disbursed to and applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. Said payments shall be accompanied by a certificate, dated not more than fifteen (15) days prior to such request for payment and signed by an officer of the Association and by the contractor in charge of the work. The certificate shall set forth the following:

(1) the sum requested has been paid by the Association or is justly due to the contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work. The certificate shall also give 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. After the payment of the sum so requested, it shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the 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.

The Association shall certify as to whether or not the damaged property is to be reconstructed or repaired.

Each Unit owner shall be deemed to have delegated to the Board of Trustees his right to adjust with the insurance companies all losses under the insurance policies referred to in this Article other than those purchased by such owner.

Section 9.4. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be suff-

icient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners shall within thirty (30) days after such damage or destruction, if they are entitled to do so pursuant to this Article IX, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner. Such assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

Section 9.5. Non-Restoration of Damage or Destruction.

In the event of substantial damage to or destruction of a majority of the Units, the Unit owners by the affirmative vote of those entitled to exercise not less than 75% of the voting power may elect not to repair or restore such damage or destruction. 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 owners. 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.

Section 9.6. Public Liability Insurance. The Association, as a common expense, shall insure itself, the Board of Trustees and all Unit owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or in relation to the individual Units, or Limited Common Areas appertaining thereto. Each Unit owner shall at his own expense obtain public liability

ity insurance for personal injuries or damage arising out of the use and occupancy of or within his Unit and Limited Common Areas reserved for the exclusive use of his Unit.

ARTICLE X

REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

The Association may, by the affirmative vote of the Unit owners entitled to exercise not less than seventy-five (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 of Trustees of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. In consideration of the conveyance to the Association of his Unit, subject to such liens and encumbrances hereinafter referred to, 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 Unit, plus such owner's prorata share of any undistributed profits accrued to the date of such vote, less the sum of the following:

1. The amount of any liens and encumbrances thereon as of the date such vote is taken;
2. 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;
3. The amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association occurring prior to the date of such vote;
4. The amount of any common expenses accruing prior to the date of such vote, whether assessed or not assessed;

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the Unit owners who have not so elected, shall be made within thirty (30) days thereafter. If such owner and a majority of the Board of Trustees of the Association 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 such Unit owner, one of which shall be appointed by the Board of Trustees, and the third of which shall be appointed by the first two appraisers.

ARTICLE XI

REMOVAL FROM CONDOMINIUM OWNERSHIP

Section 11.1. The Unit owners, by unanimous affirmative vote, may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any parts of the Condominium Property, shall be paid, released, or discharged. A certificate setting forth that such election was made shall be filed with the Recorder of Butler County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Trustees 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. The certificate shall also be signed by all of 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.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTY

Section 12.1. It is anticipated by the Developer that the real estate described in Exhibit "A" will have annexed or added to it within seven (7) years from the date this Declaration was originally recorded contiguous real property which is described in Exhibit "B" so as to make that additional property any personal property situated thereon which exists for the common use of the unit owners, all improvements on said land, and all easements, rights and appurtenances belonging thereto a part of the condominium. Access walkways, roadways, landscaping and utility connections within such added property, shall be substantially completed prior to such annexation, to the extent the same are completed in the real estate described in Exhibit "A" at the time of original submission of this Declaration. The purpose of this anticipated annexation is to create an expandable condominium that will ultimately include, if possible, a condominium of 300 compatible units on the tracts of approximately 41.574 acres, being the real estate described in Exhibits "A and B" of this Declaration.

Section 12.2. Prior to such annexation, the total number of not more than 285 units will have been constructed and completed upon the real estate described in Exhibit "B".

Section 12.3. At the time such additional property is annexed to this condominium plan, the definitions and all other applicable terms, easements and provisions of this Declaration shall apply to it and for the benefit of such additional property, any personal property situated thereon which exists for the common use of the unit owners, all improvements on said land, and all easements, rights and appurtenances belonging thereto.

Section 12.4. In the conveyance of any right, title or interest in and to any portion of the condominium property, the Developer hereby reserves for itself at any time(s) within the aforesaid period of seven (7) years to expand the condominium property by adding thereto any or all of the property set forth in Exhibit "B" at its option, provided as follows:

(A) The Developer reserves to itself and the owners of the properties described in Exhibit "B" the right to annex additional land and units any time during the option period without the specific consent of any unit owners.

(B) The option to add additional land and units is reserved by the Developer for a period of seven (7) years from the date the Declaration is filed for record, and is renewable for an additional seven year period at the option of the Developer, exercisable within six (6) months prior to the expiration of the seven (7) year period and with the consent of the majority of the unit owners other than the Developer upon which the

terminated by written action by the Developer, the option shall continue until the expiration of the time limit set forth herein.

(C) There are no limitations as to the portions of real estate in Exhibit "B" that may be added to the Condominium Property, and the Developer reserves the right to add any or all of said properties, at its discretion, together with the units thereon. However, there is no limitation as to the time or the portion of property to be added to the condominium property, except that all additions must be within the option period set forth above.

(D) There are no limitations as to the location of any improvements that may be made on any portion of the additional Property to be added to the Condominium property.

(E) The maximum number of units which may be created on the additional property is set forth in Section 12.2 of this Article. At such time as additional land may be added to the Condominium Property, no more than ten (10) units per acre shall be constructed on said additional property, except that the real estate described in Exhibit "B" may be developed and expanded in stages which exceed ten (10) units per acre but do not exceed the total 285 units. All of such additions shall be in conformity with the Planned Unit Development approved by the Fairfield Planning Commission adopted the 15th. day of October, 1980. All units constructed on any additional property shall be restricted exclusively to residential use.

(F) All structures erected on any portion of additional property added to the Condominium Property shall be compatible to the structures on the submitted property in terms of quality of construction. However, the structures need not be compatible as to principal materials to be used or architectural style. Other than structures erected on any additional property added to the Condominium Property, the Developer will not be required to add to any other improvement of the Condominium Property other than as set forth above. However, the Developer reserves the right for himself or owners adding additional land to the Condominium Property, to add recreational facilities, recreational vehicle storage facilities or maintenance buildings to the Condominium Property. There are no restrictions or limitations upon improvements that may be made upon land added to the Condominium Property.

(G) Units added to the Condominium Property shall not be required to be substantially identical to the units on previously submitted land, and there are no limitations as to what types of units may be created on the additional property, except that all units must be residential units.

(H) Limited Common Areas and Facilities are to be included within any portion of additional property and shall be limited to porches, decks, patios, carports and parking spaces, entrance ways, etc., as set forth in the Declaration, and not otherwise.

Section 12.5. Additional land and improvements shall be added to the Condominium Property and submitted to the provisions of Chapter 5311 of the Ohio Revised Code upon execution and filing for record by the Declarant or Developer, including all of the owners of the land so added pursuant to Section 5311.06 and 5311.07 and 5311.051 of the Ohio Revised Code, of an amendment to the Declaration that contains the information, drawings and plans with respect to the additional property and improvements required by those sections and by divisions (A) and (B) of section 5311.05 of the Ohio Revised Code. The amendment shall allocate and reallocate percentage of interest in the Common Areas and Facilities of the Condominium Property appertaining to each unit of the Condominium.

ARTICLE XIII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

Section 13.1. Abatement and Enjoyment. The violation of any restriction, rule, condition or regulation adopted by the Board of Trustees of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit "E", shall give the Board of Trustees, in addition to the rights hereinafter set forth in this item, the right:

A. To enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association. The Board of Trustees, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. An action by the Association may be commenced by the Association in its own name, or in the name of its Board of Trustees, or in the name of its managing agent.

Section 13.2. Liability for Noncompliance with Instruments. The Declarant, the Developers, their agents, any unit owner, or any person entitled to occupy a unit of the Condominium Property is liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of the condominium instrument. Any interested person may commence an action for a declaratory judgment to determine his legal relations under the condominium instruments or to obtain an injunction against the Declarant, Developer, agent, unit owner, or person entitled to occupy a unit who refuses to comply, or threatens to refuse to comply, with a provision of the instruments. One or more unit owners may bring a class action on behalf of all unit owners. The lawful provisions of the condominium instruments may, if necessary to carry out their purposes, be enforced against the condominium property or any person who owns or has previously owned any interest in the Condominium Property.

Section 13.3. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or

provisions of the general law, this Declaration or of the By-Laws of the Association attached hereto as Exhibit "E", or the regulations adopted by the Board of Trustees of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Trustees, or shall occur repeatedly during any one-year period after written notice or request from the Board of Trustees to cure such violation, then the Board of Trustees shall have the power to issue the defaulting owner a ten (10) day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit. Thereupon, an action in equity may be filed by the Board of Trustees against the defaulting owner for a decree of mandatory injunction against the owner or occupant subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenants, and ordering that all the right, title and interests of the owner in the property to be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting owner directly or indirectly from reacquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees, real estate taxes and assessments and all other expenses of the proceeding. All such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder of any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold. He may apply to the court for a writ of assistance for the purpose of acquiring such sale, and the decree shall so provide that the purchaser shall take the interest in the property sold subject to this Declaration, By-Laws and all the existing Rules and Regulations.

ARTICLE XIV

SALE, LEASE, RENTAL OR OTHER DISPOSITION

Section 14.1. Sale or Lease. Any owner other than the Developer who wishes to sell or lease his unit ownership shall give to the Board of Trustees no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Trustees acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. However, if the proposed purchase or lease shall be for a consideration which the Board of Trustees deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Trustees may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 14.2 of this Article XIV. If said option is not exercised by the Board of Trustees within the aforesaid option period, the owner may, at the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

Section 14.2. Gift. Any owner other than Declarant who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift shall give to the Board of Trustees not less than thirty (30) days written notice of his or her intent to make such a gift prior to the contemplated date thereof, together with the names and addresses of the intended donees and the contemplated date of said gift. The members of the Board of Trustees acting on behalf of consenting unit owners as hereinafter provided shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Trustees, the Board of Trustees and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within fifteen (15) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such

determination to the owner and the Board of Trustees. The Board of Trustees' option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

Section 14.3. Devise. In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Trustees acting on behalf of consenting unit owners as herein-after provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof in said will or if a power is conferred by said will upon the personal representative names therein, from the personal representative acting pursuant to said power, for cash at a fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Trustees shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner. They shall thereupon give written notice of such determination to the Board of Trustees and said devisee or devisees, or personal representative, as the case may be. The Board of Trustees right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire six (6) months after the appointment of a personal representative who is not so empowered to sell. The Board of Trustees shall be deemed to have exercised its option if it tenders the required sum of money to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Trustees or its authorized representative pursuant to authority given to the Board of Trustees by the owners as herein-after provided to bid at any sale of the unit ownership or interest therein of any deceased owner which sale is held pursuant to an order of discretion of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

Section 14.4. Involuntary Sale.

A. In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the members of the Board of Trustees and their successors in office, acting on behalf of consenting unit owners as hereinafter provided. The Association shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Trustees within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser thereafter take possession of said unit. The Board of Trustees shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

B. In the event any unit owners shall default in the payment of any monies required to be paid under the provision of any mortgage or deed of trust on or against his ownership interest or interest therein, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have in addition any right of subrogation resulting from such payment, a lien therefor against such ownership interest or interest therein, which lien shall have the same force and effect and may be enforced in the same manner as a lien of the Association for unpaid common expenses.

C. The foregoing rights in favor of the Association shall be inapplicable to sales at a judicial or execution sale resulting from a first mortgage foreclosure, or conveyance to Financial Institution holders of first mortgages in lieu of foreclosure, and further shall be inapplicable to sales by Financial Institutions who have acquired title by foreclosure or conveyance in lieu of foreclosure.

Section 14.5. Consent of Voting Members. The Board of Trustees shall not exercise any option hereinabove set forth to purchase any unit ownership or interest herein without the prior written consent of the members entitled to exercise not less than two thirds (2/3) percent of the voting power in the Association, and whose unit ownerships are not subject matter of such option. The Board of Trustees may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members. Said consent shall set forth a maximum price which the Board of Trustees is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercisable by the Board of Trustees solely for the use and benefit of the owners consenting thereto.

Section 14.6. Release, Waiver, and Exceptions to Option.

Upon the written consent of a majority of the members of the Board, any of the options contained in this Article XIV may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Article XIV shall be applicable to any sales, leases, or subleases to purchaser, lessees or sublessees procured by or through Declarant (or its designee) for its own account or in its capacity as manager or managing agent of the Condominium Property.

Section 14.7. Proof of Termination of Option. A certificate executed and acknowledged by the Secretary of the Board of Trustees stating that the provisions of this Article XIV as hereinafter set forth have been met by an owner, or duly waived by the Board of Trustees, and that the rights of the Board of Trustees hereunder have terminated, shall be conclusive upon the Board of Trustees and the owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon a request of a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 14.8. Financing of Purchase Under Option.

A. Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners. This assessment shall become a lien and be enforceable in the same manner as provided in Article VIII.

B. The Board of Trustees, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article. However, no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Trustees, a nominee of the Board of Trustees, or by a land trust of which the Board of Trustees shall be the beneficiary.

Section 14.9. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association, or by a land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all the owners consenting to and participating in such acquisition. Said unit ownerships or interests therein shall be sold or leased by the Board of Trustees for the benefit of such owners. All net proceeds

of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine.

Section 14.10. Use by Declarant. It is contemplated that all units in the Condominium Property be sold; however, the Developer, through itself or any of its successors, affiliates or subsidiaries, shall be entitled to retain ownership, mortgage, sell or lease any unsold units so held by it and no such sale, mortgage or lease shall require the approval of the Board of Trustees of the Association as to the proposed purchaser, mortgagee or lessee. The Developer shall also retain the right to use condominium units of its choice as sales models or for purposes of otherwise promoting or effecting sales or for the conducting of any business or activity attendant thereto.

ARTICLE XV

CONDEMNATION

Section 15.1. Association as Agent for Unit Owners. In the event that there is a taking of all or any portion of the Condominium Property by eminent domain proceedings or conveyance under the treat of such proceedings, each Unit Owner designates and appoints the Association and its duly authorized agents as his exclusive agent to negotiate and settle any and all matters relating thereto.

Section 15.2. Taking of Entire Condominium Property. In the event that the entire Condominium Property or a substantial portion thereof (substantial portion shall be determined by the Board at its ^{sole} discretion) is taken by eminent domain proceedings, or is disposed of in lieu thereof, the Condominium shall terminate and the award or proceeds shall be apportioned among the Owners in accordance with their percentage Ownership Interests in the Common Areas.

Section 15.3. Taking of Less than the Entire Condominium Property. In the event that substantially less than the entire Condominium Property is taken by eminent domain proceedings, (substantial portion shall be determined by the Board at its sole discretion) or is disposed of in lieu thereof, the Condominium shall not terminate. The Board therefrom shall allocate, apportion, and distribute the condemnation award or proceeds as follows:

- (a) The amount allocated to the taking of, or injury to the Common Areas including any severance or consequential damage with respect thereto shall be distributed to the Association.
- (b) The amount allocated to the taking of, or injury to any Unit shall be distributed to the Owner thereof.
- (c) The amount allocated for severance or consequential damages to one or more Units shall be apportioned among, and distributed to the Owners thereof in the ratio that each such damaged Unit Owner's percentage Ownership Interest bears to the aggregate percentage Ownership Interests of all Unit Owners so damaged.

Distribution to Unit Owners shall be by check made payable jointly to the Owners and their respective mortgagees. The Eligible Holders of First Mortgages on the interest taken will have first priority, to the extent of their respective interests, with respect to distribution of the net proceeds of any award or settlement allocated to such Unit. Each Unit Owner shall give the holder of a first mortgage on that Owner's Unit's timely written notice of such proceeding or proposed acquisition.

Section 15.4. Reallocation of Percentage Ownership Interests if an Entire Unit is Taken. In the event that a partial taking results in the taking of an entire Unit, the Owner thereof shall cease to be a member of the Association. Thereafter, the percentage Ownership Interest of such Unit shall be reallocated to each remaining Unit in the ratio that the percentage Ownership Interest of each remaining Unit bears to the aggregate percentage Ownership Interest of all remaining Units and such reallocation shall be submitted to the Unit Owners for amendment to this Declaration in accordance with Article XII hereof.

ARTICLE XVI

MISCELLANEOUS PROVISIONSSection 16.1. Declarant's Rights Pending Sale of Units.

As provided in Article IV, until such time as Declarant shall have consummated the sale of seventy-five percent (75%) of the ownership interest which entitles the unit owners, other than Declarant, to exercise ninety-five percent (95%) of the voting power in the Association and a meeting of the Association at which a Board is elected has been held, but not later than five (5) years following the filing of this Declaration, Declarant shall exercise the powers, duties, rights and functions of the Association and the Board, including without limitation, except as provided herein, the power to determine the amount of, and to levy special assessments for common expenses.

Section 16.2. Notices of Mortgages.

Any unit owner who mortgages his ownership or leasehold 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 in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgages of Units".

Section 16.3. Copies of Notices to Mortgage Lender.

Upon written request to the Board, the holder of any duly recorded mortgage on any ownership or leasehold interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner or owners whose ownership or leasehold interest or interest therein is subject to such mortgage.

Section 16.4. Covenants Running With the Land.

Each grantee of Declarant 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 or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. 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 bind and 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.

Section 16.5. Termination. Upon the removal of the condominium property from the provisions of Chapter 5311, all 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, except as to all easements which shall survive in all respects.

Section 16.6. 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.

Section 16.7. 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 affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 16.8. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void by reason of:

- A. The rule against perpetuities or some analogous statutory provision;
- B. The rule restricting restraints on alienation.
- C. Any other statutory or common law rules imposing time limits.

Then such provisions shall continue only for a period of twenty-one (21) years, from the date hereof.

Section 16.9. Restrictions on Developer. So long as said Developer, its successors and assigns, owns one or more of the Units established and described herein, said Developer, its successors and assigns shall be subject to the provisions of this Declaration and of the Exhibits attached hereto. Said Developer covenants to take no action which would adversely affect the rights of the Association with respect to assurance against latent defects in the property or other rights assigned to the Association by reason of the establishment of the condominium.

Except in its capacity as a unit owner of unsold condominium ownership interests, the Developer or agent will not retain a property interest in any of the Common Areas and Facilities after control of the condominium development is assumed by the Unit Owners' Association. The Developer may, however, retain a property interest in recreational facilities furnished to unit owners or to unit owners and others under a contract entered into or renewed

by the Unit Owners's Association after unit owners other than the Developer have assumed control of the Association. The Developer may retain an interest consistent with the Declaration and required to insure ingress and egress, from and to the Common Areas and Facilities by the prospective unit owners affected by the annexation of additional property.

Section 16.10. Non-Liability of Developer. Neither Developer nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit "E", whether or not such claim shall be asserted by any Unit owner, occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused; or shall arise ex contractu or ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof becoming out of repair, or by reason of any act or neglect of any Unit owner, occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.), except as provided by warranties hereafter.

Section 16.11. Warranties. The Developer warrants, for two years, the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Property or additional property as a whole, occasioned or necessitated by a defect in material or workmanship. This two year warranty shall commence for property submitted by this Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium ownership interest in the property. For any additional property submitted by Amendment to this Declaration, the warranty commences on the date the deed or evidence of ownership is filed for record following the sale of the first condominium ownership interest in the additional property; in either case to a purchaser in good faith for value.

The Developer, further warrants, for a period of one year, the materials and workmanship of structural, mechanical and other elements pertaining to each unit, and shall furnish the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each unit, occasioned or necessitated by a defect in material or workmanship. This one year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value.

In the case of ranges, refrigerator, washing machines, clothes dryers, hot water heaters and other similar appliances installed and furnished as part of the unit by the Developer, the valid assignment by the Developer to the purchaser in good faith for value of a condominium ownership interest of the expressed and implied warranty of the manufacturer shall satisfy the Developer's obligation under this section with respect to such appliances. The Developer's warranty under this section is limited to the installation of the appliances.

The Developer shall assign to the purchasers, at the time of the sale of the condominium ownership interest, all warranties made to the Developer that exceed the time periods specified in this section with respect to any part of the units or Common Areas and Facilities.

Section 16.12. Escrow of Purchase Deposits. Any deposit or down payment made in connection with the sale of a condominium ownership interest by the Developer will be held in trust or escrow until delivered at settlement or returned or otherwise credited to the purchaser, or forfeited to the Developer. If a deposit or down payment of Two Thousand Dollars (\$2,000) or more is held for more than ninety (90) days, interest at the rate of 4% per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Developer.

Section 16.13. Services of Notices on the Board. Notices to be given to the Board of 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 this unit.

Section 16.14. Headings. The heading to each Section and each paragraph 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 no way affects this Declaration.

Section 16.15. 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 first class condominium development.

Section 16.16. Amendment of Declaration and By-Laws. This Declaration and the By-Laws attached hereto as Exhibit "E" may be amended upon the filing for record with the Recorder of Butler County, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which

instrument shall have been duly executed by the Unit owners entitled to exercise at least seventy-five (75%) percent of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendments as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or the By-Laws attached hereto as Exhibit "E", said amendment or modification shall nevertheless be valid among the Unit owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or By-Laws attached hereto as Exhibit "E" may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interests set forth in Section 3.3 (B) without the prior unanimous approval of all Unit owners and their respective mortgagees, except as provided in Article XII of this Declaration.

Section 16.17. Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association is Donna L. Mohr, 9477 Haddington Court, Cincinnati, Ohio 45239. When and after the Association is lawfully constituted, the President thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Secretary of State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation nor for profit.

IN WITNESS WHEREOF, the said THE RYLAND GROUP, INC. a Maryland corporation, has caused this instrument to be executed by David A. Kepecs, its Vice President, and Donna L. Mohr, its Assistant Secretary, this 25th day of June, 1981.

Signed and acknowledged in the presence of:

David A. Kepecs

THE RYLAND GROUP, INC.

BY: David A. Kepecs
David A. Kepecs
Vice President

BY: Donna L. Mohr
Donna L. Mohr
Assistant Secretary

STATE OF OHIO :SS
COUNTY OF HAMILTON

BE IT REMEMBERED, that on this 25th day of June, 1981, before me, the subscriber, a Notary Public in and for said County and State, personally appeared David A. Kepecs, Vice President and Donna L. Mohr, Assistant Secretary, of THE RYLAND GROUP, INC., the corporation, whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and executing of said instrument; and acknowledge that the seal affixed to said instrument is the corporate seal of said corporation, that they affixed such corporate seal to, and otherwise executed said instrument, by authority of the Board of Directors, and on behalf, of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of such corporation, for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, on the day and year last aforesaid.



Doris R. Lee
NOTARY PUBLIC
DORIS R. LEE
Notary Public, State of Ohio
My Commission Expires Aug. 7, 1984