

THE LOFTS AT WETHERINGTON CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP
IN ACCORDANCE WITH OHIO REVISED CODE CHAPTER 5311,
INCLUDING SUBJECTING SAID PROPERTY TO CERTAIN COVENANTS,
RESTRICTIONS AND EASEMENTS

[Phase 1]

This will certify that copies of this Declaration, together with drawings and By-laws, have been filed in the office of the County Auditor, Butler County, Ohio, this 14th day of January, 2000.

BUTLER COUNTY AUDITOR

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200000002799
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
On 01-14-2000 At 10:54:27 am.
DECLARATION 346.00
OR Book 6441 Page 962 - 1046

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THE LOFTS AT WETHERINGTON CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP OF
THE LOFTS AT WETHERINGTON CONDOMINIUM

INTRODUCTION

WHEREAS, Wetherington II Builders, Inc., an Ohio corporation ("Declarant"), is the owner in fee simple of the property situated in the County of Butler, State of Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the Declarant to submit the property described in Exhibit B, attached hereto and incorporated herein by reference, together with the improvements constructed thereon (being a portion of the property described in Exhibit A) to the provisions of Ohio Revised Code Chapter 5311, for condominium ownership;

WHEREAS, Declarant contemplates the possible future annexation of all or any portion of the remaining property described on Exhibit A which is not included within the property described in Exhibit B for residential condominium use in accordance with the provisions of this Declaration;

NOW, THEREFORE, Declarant establishes the plan set forth herein for Condominium ownership of the said real property, and makes the following declarations as to the uses, covenants, restrictions and conditions to which the real estate described in Exhibit B, and all the improvements thereon, may be utilized. These declarations shall be construed as covenants running with the land and shall be binding upon said Declarant, its successors and assigns, and all subsequent owners of any portion, or all, of the real property and improvements constructed thereon, all in accordance with Ohio Revised Code Chapter 5311.

ARTICLE I

Definitions

Section 1.01 "Additional Property" means the remainder of the property described on Exhibit A, after removing therefrom, if applicable, the property described on Exhibit B, which Additional Property may in the future become part of the Condominium Property as provided under Article IV herein.

Section 1.02 "Association" shall mean The Lofts at Wetherington Condominium Unit Owners' Association, Inc., an Ohio corporation not-for-profit, its successors and assigns.

Section 1.03 "Board" and "Board of Trustees" shall mean those persons who serve as the board of trustees of the Association created pursuant to ORC Chapter 5311.

Section 1.04 "By-Laws" means the by-laws of the Association, as amended from time to time, created pursuant to ORC Chapter 5311, which are the regulations of the Association pursuant to Chapter 1702. A copy of the By-Laws is attached to this Declaration as Exhibit E and is incorporated herein by reference.

Section 1.05 "Common Areas and Facilities" or "Common Areas" shall mean the common areas and facilities of The Lofts at Wetherington Condominium and shall include:

(a) The land described in Exhibit B to this Declaration.

(b) All other areas, facilities, places and structures which are not part of either a Unit or a Garage Unit (defined below), including, without limitation, clubhouse, pool and recreational facilities, if any, private (undedicated) drives, garage entrance ways and exterior and structural garage components, Garage Unit doors, roadways, boundary walls of Units and Garage Units, common and supporting walls of a building, roofs, decks, patios, yards, gardens, sidewalks, internal common hallways and stairwells, landscaping, common storage areas, if any, common parking areas (excluding Garage Units, defined below), installations of any central services such as power, light, gas and cold water, if any, including all conduits, ducts, plumbing and wiring therefor, all other apparatus and installations existing for the common use of all Units, and all other parts of the Condominium Property necessary or convenient to its existence, maintenance and safety, or normally in common use by all Units or which have been designated as Common Areas or Common Areas and Facilities on the drawings.

Section 1.06 "Common Expenses" shall mean those expenses designated as common expenses in ORC Chapter 5311, and, in any case, shall include, without limitation, the following:

(a) All sums assessed against the Unit Owners by the Declarant, and/or the Association, as the case may be, for the administration, maintenance, repair, operation and replacement of the Common Areas and Limited Common Areas and Facilities.

(b) Any other expenses determined from time to time to be common expenses by the Declarant and/or the Association.

(c) Any other expenses defined or referred to as such in this Declaration.

Section 1.07 "Condominium Property" means the property described in Exhibit B, together with all buildings and other improvements located thereon, together with and subject to all

easements and appurtenances belonging thereto, and with all articles of personal property existing for the common use of the Unit Owners, and such additional parts of the property described in Exhibit A as may, by future amendment hereof, become subject to this Declaration in accordance with the provisions set forth herein.

Section 1.08 "Declarant" shall mean Wetherington II Builders, Inc., an Ohio corporation, its successors and assigns.

Section 1.09 "Declaration" shall mean this instrument and all exhibits, drawings, plats and other documents incorporated herein and, if amended, incorporating such amendments.

Section 1.10 "Developer" shall mean Wetherington II Builders, Inc., an Ohio corporation.

Section 1.11 "Garage Unit" shall mean a part of the Condominium Property consisting of the area or space which is contained within the perimeter walls of each of the individual private garage units in the garage buildings constructed on said property and which is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the inside of the garage door, the unfinished surface of the floor, and the unfinished interior surface of the roof structure, without limiting the generality of the foregoing, each Garage Unit shall also include: (i) all electrical switches and outlets; (ii) electric garage door openers, if any, and the hardware connecting the same to the garage door; and (iii) the space occupied by such items, such that a Garage Unit will, in any case, constitute a complete enclosure of space.

The following are excluded from the definition of a Garage Unit, even if located within the bounds of that Garage Unit:

(i) any structural element of the building, whether contained in interior walls or external walls and including the concrete floor slab, all exterior areas of the garage buildings and the roofs;

(ii) all electric and other utility or service lines, pipes, and accessories thereto, wires, ducts and conduits which serve any other Garage Unit; and

(iii) the door of each Garage Unit, which is a Limited Common Area appurtenant to such Garage Unit, and the space occupied thereby.

Section 1.12 "Limited Common Areas and Facilities" or "Limited Common Areas" means and includes: (a) those Common Areas and Facilities designated on the drawings referenced in Exhibit D as adjacent to and reserved for use of a certain Unit or Units or a certain Garage Unit, to the exclusion of the other Units and/or Garage Units, and (b) such Common Areas and Facilities as are

particularly described in this Section 1.12, including the installation of any central services serving only a certain Unit or limited numbers of Units, such as power, light, gas and cold water and all other apparatus and installations serving only certain limited numbers of Units, excepting furnaces, heat pumps, air conditioners and hot water heaters, which are a part of each Unit.

All decks, front door stoops, porches, balconies, screened-in porches, if any, concrete driveway entrances to Garage Units, Garage Unit doors, and patios, if any, shall be a part of the Limited Common Areas, and not a part of any individual Unit; however, each Unit Owner shall be entitled to an appurtenant interest in and the exclusive use and possession of those Limited Common Areas and Facilities, if any, reserved to his respective Unit or, in the case of concrete driveway entrances to Garage Units and corresponding Garage Unit doors, such entrances and doors shall be appurtenant to the Garage Unit which they serve as Limited Common Areas and Facilities.

Section 1.13 "ORC" shall mean the Ohio Revised Code.

Section 1.14 "Unit" shall mean a part of the Condominium Property consisting of the area or space which is contained within the perimeter walls of each of the individual private family dwellings in the building(s) constructed on said property and which is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space and any certain specified equipment outside of, but serving, that space to the extent set forth in this Section. Without limiting the generality of the foregoing, each Unit shall include:

(a) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings and interior and perimeter walls, carpet, and also the floors themselves;

(b) all windows, screens and doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(c) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, air conditioning units, heat pumps, and sump pumps, and components thereof, if any, serving only that Unit;

(d) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(e) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits; and

(f) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit.

The following are excluded from the definition of a Unit, even if located within the bounds of that Unit:

(i) any structural element of the building contained in all interior walls;

(ii) all vent covers, grills, plate covers and other coverings of space which are not a part of a Unit as heretofore defined;

(iii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(iv) all hallways and stairways within residential buildings which serve multiple Units.

Section 1.15 "Unit Owner" shall mean the owner of a Unit who shall own, in addition to a Unit, an undivided interest in the Common and Limited Common Areas as is set forth on Exhibits C and D; a "Garage Unit Owner" shall mean the owner of a Garage Unit.

ARTICLE II

Establishment of Condominium and Division of Condominium Property

Section 2.01 Submission of Property to ORC Chapter 5311. Declarant, the owner of the real property described in Exhibit B, and the buildings and other improvements thereon, hereby submits said property to the provisions of ORC Chapter 5311.

Section 2.02 Procedure for Filing Declaration. The Lofts at Wetherington Condominium will be established by filing with the Recorder of Butler County, Ohio this Declaration, the plat and drawings, and By-Laws of the Association. If additional parts of Exhibit A are made subject to this Declaration in accordance with

the procedure outlined herein, this will be accomplished by filing for record such documents as are necessary to enlarge the Condominium Property which shall incorporate this Declaration and all of the exhibits, plats, drawings and documents attached hereto.

Section 2.03 Name. The Condominium Property shall be known as The Lofts at Wetherington Condominium.

Section 2.04 Purpose of the Condominium Property. The purposes of submitting this property to the provisions of ORC Chapter 5311 are to divide the same into condominium units and garage units which may be conveyed to and owned by separate owners; to provide for single family residential living; to provide said Unit Owners with an undivided ownership interest in the Common Areas and Limited Common Areas; and to impose certain covenants, conditions and restrictions upon said real estate, buildings and improvements for the benefit of the Unit Owners.

Section 2.05 Ownership of Units; Garage Units; Conditional Restraint on Alienation. Each Unit Owner shall own his Unit in fee simple, and in addition shall own an undivided interest in the Common Areas. Each Unit and the percentage of interest in the Common and Limited Common Areas and Facilities appurtenant to it shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with payment of such taxes and assessments.

Each Unit Owner, together with all entities owned (in whole or in part), controlled or affiliated with each Unit Owner, may separately purchase and own from zero (0) to not more than three (3) Garage Units and shall own his Garage Unit(s) in fee simple, subject to the conditions, restrictions and restraints on alienation set forth herein. Only a Unit Owner (including Declarant) or the Association may own a Garage Unit; provided, however, that any Unit Owner may convey one or more Garage Unit(s) to any other Unit Owner as a separate parcel (subject to the three Garage Unit limit set forth above). Notwithstanding the limit of Garage Units which may be owned by a Unit Owner, this section shall not limit the number of Garage Units which may be owned at any given time by the Declarant or the Association. No Garage Unit may be used by any person who is not a current Unit Owner or a current Unit Owner's lessee or guest of a Unit.

The ownership interest of a Garage Unit is fee simple, but it is hereby made subject to several perpetual restrictions and conditional restraints on alienation as follows:

(a) Declarant shall only sell, convey or transfer (collectively, "convey" or "conveyance") Garage Units to either purchasers of Units or to the Association and, except as set forth in subparagraph (c) below, Unit Owners shall only convey Garage Units to Unit Owners;

(b) At such time as a Unit Owner conveys the last Unit owned by him in the Condominium, he must also sell and convey all Garage Unit(s) owned by him, either to the Unit purchaser, to another, current Unit Owner, or, as set forth in subparagraph (c) below, to the Association.

(c) If a Unit Owner fails or is unable to comply with the restrictions set forth above: by failing to convey all of his Garage Unit(s) upon conveyance of his last Unit, by conveying one or more Garage Units to other than a Unit Owner, or otherwise, then such Unit Owner shall still be permitted to convey his Unit, but the equitable title to the subject Garage Unit(s) shall hereby be deemed to have been immediately transferred to the Association and the legal title thereto shall be held in a trust by the current record title holder for the sole benefit of the Association. The Association is hereby deemed to have been granted by such title holder a power of attorney, coupled with an interest, to execute and deliver on such title holder's behalf a deed and any other document or instrument of conveyance necessary and sufficient to convey said legal title to said Garage Unit(s) out of trust to the Association.

(d) If the Unit Owner properly complies with the restrictions set forth above, then the Association shall be deemed to have hereby automatically waived its rights and interests to the subject Garage Unit(s) as described in subsection (c) above, and all parties taking title to said Garage Unit(s) and all mortgagees thereof are hereby notified that they are entitled to rely on the waiver in this subsection (d), without any further documentation or consent from the Association.

(e) As used above in subsection (a) through (d), the terms "convey" and "conveyance" shall be deemed to include, without limitation, the transfer by any corporation, partnership, limited liability company, trust or other entity which owns title to a Garage Unit(s) of any of its shares, partnership interest, membership interest or other such ownership interest of said Garage Unit Owner.

Section 2.06 Ownership of Common Areas and Facilities. The Common Areas and Facilities and Limited Common Areas and Facilities 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 or Limited Common Areas and Facilities shall be maintainable, except as specifically provided in ORC Section 5311.14, nor may any Unit Owner otherwise waive or release any right in the Common Areas or Limited Common Areas, provided that, if any Unit be owned by two or more co-owners, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such unit ownership as between such co-owners.

Section 2.07 Calculation of Ownership Interests in Common Areas The undivided interest in the Common Areas and Facilities owned by each Unit Owner as determined by Declarant in accordance with the provisions of ORC Chapter 5311 shall for all purposes be controlled by the schedule attached hereto as Exhibit C. Each Unit has the same relative interest in the Common Areas and Facilities, therefore each Unit is hereby assigned a par value of one (1). Said individual interests, as set forth therein, are determined by the percentage represented by a ratio, the numerator of which is the par value for the Unit (i.e. one) and the denominator of which is the aggregate of the par values for all Units then in the Condominium Property (i.e. the total number of Units in the Condominium Property) (as the same may be expanded, pursuant to the terms of this Declaration, from time to time). A Unit Owner's ownership of a Garage Unit shall neither increase nor decrease his undivided ownership interest in the Common Areas.

Section 2.08 Use of Common Areas. Each Unit Owner shall have the right to use the Common Areas and Facilities as a tenant in common with all other Unit Owners, in accordance with the purposes for which they are intended and no Unit Owner may hinder or encroach on the lawful rights of any other Unit Owner with regard to such use, with the exception of the Limited Common Areas. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Areas and Facilities and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of Chapter 5311 of the ORC, this Declaration, the By-Laws, and the rules and regulations of the Association. Every Unit Owner shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with title to every Unit subject to the following provisions:

(a) The right of the Board of Trustees to promulgate rules and regulations governing the use thereof, including but not limited to, regulation of parking and play areas;

(b) The right of the Association in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and Facilities;

(c) The right of the Board of Trustees to grant permits, licenses and easements over the Common Areas on behalf of the Unit Owners; and

(d) The right of the Declarant to make such use of the unsold Units, Common Areas and Limited Common Areas as may facilitate the completion and sale of Units.

Section 2.09 Use of Limited Common Areas. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas designated for and adjacent to that particular Unit, as set forth in the drawings which are

attached hereto as Exhibit D. Each Garage Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas, consisting of concrete driveway entrances to Garage Units and Garage Unit doors, which are designated for adjacent to that particular Garage Unit, as set forth in said drawings and described in this Declaration.

ARTICLE III

Description of Buildings, Units and Garage Units

Section 3.01 Description of Building(s). The Lofts at Wetherington Condominium consists of a Clubhouse Building, multiple-unit buildings, and multiple-unit garage buildings constructed of brick (approximately 75% of the surface) and vinyl siding (approximately 25% of surface) exteriors and wood and concrete structural components. Each Unit shall be either on the ground level or second floor, as shown on the drawings referenced on Exhibit D to the Declaration. Each numbered Unit building, except for the Clubhouse Building and garage buildings, contains from eight to sixteen Units and consists of single-family condominium Units as described below:

Clubhouse Building (Phase 1) - single floor, approximately 2052 square feet Common Area building for use by all Unit Owners, their permitted lessees and guests (subject to Association rules and regulations).

Building No. 1 (Phase 1) consists of eight (8) Units.
 Building No. 2 (Phase 1) consists of eight (8) Units.
 Building No. 3 (Phase 1) consists of eight (8) Units.
 Building No. 4 (Phase 1) consists of eight (8) Units.
 Building No. 5 (Phase 1) consists of eight (8) Units.
 Building No. 6 (Phase 1) consists of eight (8) Units.

Garage Building No. 1 (Phase 1) consists of six (6)
 Garage Units
 Garage Building No. 1 (Phase 1) consists of six (6)
 Garage Units
 Garage Building No. 3 (Phase 1) consists of six (6)
 Garage Units
 Garage Building No. 4 (Phase 1) consists of six (6)
 Garage Units
 Garage Building No. 5 (Phase 1) consists of six (6)
 Garage Units
 Garage Building No. 6 (Phase 1) consists of four (4)
 Garage Units

Section 3.02 Units and Unit Types. The Units are depicted on the drawings referenced in Exhibit D. Each of the Units is capable of individual utilization by reason of having its own exit to a Common Area. Unit floor plans are similar, with "A Types" (two bedrooms) facing the front side of the buildings and "B

Types" (two bedrooms) facing the rear side of the buildings; more detailed descriptions are as follows:

Unit Type: A

Size (excluding patio, deck and garage, if any): approximately 960 gross square feet

Description:

"A" Units are Units located at the front of a building, which is their primary distinguishing feature, and, with a minor difference in square footage, they share the same basic configuration as "B" Units: each such Unit has a living room, dining area, kitchen, utility/laundry room, master bedroom, a bedroom/den and two bathrooms.

Unit Type: B

Size (excluding patio, deck and garage): approximately 1096 gross square feet

Description:

"B" Units are Units located in the rear of a building (i.e. not a front Unit) and, as noted above, with a minor difference in square footage, they share the same basic configuration as the front or "A" Units: each such Unit has a living room, dining area, kitchen, utility/laundry room, master bedroom, bedroom/den and two bathrooms.

Section 3.03 Garage Units. The Garage Units are depicted on the drawings referenced on Exhibit D. Each Garage Unit is capable of individual utilization by reason of its own exit to a Limited Common Area (the concrete driveway entrance) on a Common Area private drive or a dedicated street, as the case may be. A schedule of existing and newly created Garage Units is attached hereto as Exhibit C-1.

ARTICLE IV

Expanding the Condominium

Section 4.01 Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article IV, by adding thereto all or any portion of the Additional Property.

Section 4.02 Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property, except as specifically provided in this Declaration, and has the sole right, power and authority to expand the Condominium

Property. No Unit Owner's consent is required to enable Declarant to expand the Condominium Property.

Section 4.03 Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record; provided, however, that the Declarant may renew the option to expand the Condominium Property for an additional seven (7) years, if said option is exercised within six months prior to the expiration of the initial option period and if Declarant obtains the consent of the majority of the voting power of the Unit Owners other than Units owned by the Developer.

Section 4.04 No Limitations upon Manner of Expansion. There are no requirements that any particular portion or all of the Additional Property must be added to this Condominium, nor is there any requirement that, if some portion of the Additional Property is added, all of any other particular portion of the Additional Property must be added. There are no such limitations whatsoever with regard to expansion of the Condominium Property and any portions or all or none of the Additional Property may be added to this condominium development at different times or from time to time. There are no limitations as to the location of any improvements that may be made on any portion of the Additional Property added to this Condominium.

Section 4.05 Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property are One Hundred (100) Units for a maximum total number of Units (together with the Phase 1 Units) of One Hundred and Forty Eight (148) Units. The maximum number of Units per acre that may be created on the Additional Property, which consists of approximately 9.907 acres, and added to the Condominium Property, subject to any limits as may be imposed by law, shall be approximately ten and nine one hundredths (10.09) Units per acre (100 Units ÷ 9.907 acres = 10.09 Units/Acre).

Section 4.06 Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added. On the date this Declaration is being filed for record, Declarant plans (assuming full potential expansion of the Condominium) to construct a total of Thirteen (13) garage buildings containing approximately Seventy-Six (76) Garage Units; provided, however, that Declarant hereby reserves the right, in its sole discretion, to change the numbers of garage buildings and Garage Units, without notice, as development progresses, such expansion being limited only to a number of Garage Units that Declarant deems reasonable to satisfy the demands of Unit Owners therefor.

Section 4.07 Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property shall be substantially compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used and architectural style. Such structures shall not, however, be deemed to be incompatible or not compatible because of layout, size, elevation, level, type, or sale prices of Units or Garage Units, specific types of materials used, or variances in setbacks or locations of structures in relation to other improvements.

Section 4.08 Improvements other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property will be included within that Additional Property. There is no requirement that other non-structural improvements must be made. The quality, architectural style and design, and materials used with respect to non-structural improvements shall be left to the sole discretion of the Developer; provided, however, such improvements as are made shall be of substantially the same or better quality as those improvements then on the Condominium Property. Construction of all intended improvements on Additional Property to be added to the Condominium Property must be substantially completed (not including outdoor components which may be subject to seasonal/weather construction limitations) prior to annexation.

Section 4.09 Types of Units. There is no requirement that any or all the Units that are created on all or any portion of the Additional Property and added to the Condominium Property must be substantially identical to the Units or Garage Units then on the Condominium Property or to the Unit types described in Article III above; provided, however, that the Developer at this time plans, but is not so obligated, to construct Additional Property Units and Garage Units substantially as described in Article III above. Notwithstanding said current plans, there may be variances, in the discretion of the Developer, in layout, size, design, sales price, and type of the Units and/or Garage Units as the Additional Property is added to the Condominium Property; provided, however, that the par values of any Units created on the Additional property shall be the same as the par values of the Units on the Condominium Property as set forth above in Section 2.07 and on Exhibit C attached hereto.

Section 4.10 Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas and Facilities within any portion thereof of substantially the same type, size, and relative number per phase as those areas then so designated as such in the Condominium Property in earlier phases, including, but not limited to, decks, porches, balconies, patios, screened-in patios, if any, front stoops and Common Areas and Facilities reserved for use of a

certain Unit or Units or Garage Units, to the exclusion of the other Units or Garage Units.

Section 4.11 Supplementary Drawings. The location and boundary of the Condominium Property and the Additional Property are referenced in Exhibit D and recorded in the Recorder's plat records. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property, it shall file drawings and plans with respect to the Additional Property as required by ORC Chapter 5311.

Section 4.12 Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property, if at all, by the execution and filing for record by the Declarant, its successors and assigns, in the manner provided by ORC Chapter 5311, of an amendment to the Declaration that contains the information, drawings, and plans with respect to the Additional Property and improvements thereon required. The amendment shall allocate and reallocate percentages of interest in the Common and Limited Common Areas and Facilities. The Units, Garage Units and the Common and Limited Common Areas added will be subject to this Declaration and By-Laws, and shall, together with existing Units, Garage Units, Common and Limited Common Areas, comprise one single Condominium. The percentage of undivided interest in the Common and Limited Common Areas owned by each Unit Owner at the time additions are made will be altered in accordance with the percentages set forth in the amended Exhibit C. The percentage of interest of each Unit Owner in the Association for the distribution of common profits, for the assessment and payment of Common Expenses, and other changes, and for all other purposes will, likewise, be altered in accordance with the percentages set forth on the amended Exhibit C. The undivided interests of Units in the Common and Limited Common Areas and Facilities will be uniformly reallocated so that the undivided interest of each Unit added will be the same as each other Unit. Said percentages for each Unit at the time additions are made by Declarant will become the undivided interest in the Common and Limited Common Areas within the entire Condominium as expanded. The percentage allocation made by Declarant will and shall be conclusive and binding upon all Unit Owners, their heirs, mortgagees, successors and assigns.

Section 4.13 Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property; that is, the rights, easements, covenants, restrictions and assessment plan

set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and possessing the same rights, as all other members;

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

Section 4.14 Prior Taxes and Assessments. All taxes and assessments relating to Additional Property for any period prior to the addition of such Additional Property to the Condominium Property shall be paid by Declarant.

ARTICLE V

Amendment of Plans and Declaration

Section 5.01 Declarant's Right to Make Adjustments to Units. Anything herein to the contrary notwithstanding, Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units within the building(s), so long as Declarant owns the Unit so altered and/or affected and so long as the exterior walls of the building in which the Unit or Units are located are not altered. Declarant further reserves the right to assign additional parking spaces, if any, and, if not done previously, to assign patios, yard areas and decks, or any portions thereof, to individual Units as a Limited Common Area. If Declarant makes the alterations provided herein, Declarant shall prepare, execute and file with the Recorder of Butler County, Ohio, appropriate drawings reflecting such changes. Such adjustments shall not effect a change of the percentage of interest of the remaining Unit Owners in the Common Areas.

Section 5.02 Declarant's Right to Amend Declaration. The Declarant reserves the right and power and each Unit Owner by acceptance of a deed to a Unit is deemed to and does grant to the Declarant a Power of Attorney, coupled with an interest, which shall run with the title to the Unit, and shall be irrevocable except by Declarant for a period of five (5) years from the date hereof, to amend this Declaration to the extent necessary to correct minor typographical errors, to clarify the intent of the Declarant, to conform to any requirements imposed or requested by

any governmental agency, public authority or financial institution, (including, without limitation, the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Unit Owners, or to the extent necessary to enable Declarant or any other Developer to meet any other reasonable need or requirement to complete the development and marketing of the Condominium Property and to facilitate the making and marketing of first mortgages upon any of the Units.

Section 5.03 Requirements of Amendment of Declaration by Declarant. To the extent permitted by Ohio law, amendment of this Declaration reflecting the authorized alteration of Unit plans by Declarant as described in Section 5.01, and the Declarant's Amendment of the Declaration pursuant to 5.02, need be signed and acknowledged only by the Declarant and need not be approved by the Association, Unit Owners, lienors, or mortgagees of Units or of the Condominium, whether or not elsewhere required for an amendment. Any such amendment must be recorded and shall take effect upon recordation.

Section 5.04 Amendment of Declaration by Unit Owners. Any amendment to the Declaration by the Unit Owners shall require the affirmative vote of those Unit Owners exercising not less than seventy-five percent (75%) of the voting power of the Association, which voting power is defined in Article VI of this Declaration. Notwithstanding the above, and except as provided in Article IV,

(a) the consent of all affected Unit Owners and affected first mortgagees shall be required for any amendment changing the boundaries of their Units, the undivided interest in the Common Areas appertaining to their Units (except as provided herein in the case of expansion into the Additional Property), the liability for Common Expenses appertaining to their Units, or the number of votes in the Association appertaining to their Units;

(b) the consent of a certain percentage of first mortgage holders shall be required for certain amendments to the Declaration, as set forth in Article XIV; and

(c) the consent of all Unit Owners shall be required for an amendment changing the fundamental purposes to which any Unit or the Common Areas are restricted.

ARTICLE VI

Unit Owners' Association

Declarant has caused or will cause to be formed an Ohio corporation, not for profit, to be called "The Lofts at Wetherington Condominium Unit Owners' Association, Inc.", which shall administer the Condominium Property, subject to the

provisions of this Declaration and the By-Laws, and ORC Chapter 5311.

Section 6.01 Membership. 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 automatically become a Member of the Association. Ownership of a Garage Unit shall not affect a Unit Owner's status as a Member of the Association and shall neither increase nor decrease such Member's voting rights or power.

Section 6.02 Voting Rights. The Association shall have one class of voting membership, and each Unit Owner shall be entitled to one vote for each Unit in fee simple on any question for which the vote of Unit Owners is permitted or required. As required by ORC Section 5311.22(B), fiduciaries and minors who are owners of record of a Unit or Units may vote their respective interests as Unit Owners. If two or more persons whether fiduciaries, tenants in common, or otherwise, own an undivided interest in a Unit, each may exercise such proportion of the voting power of the Unit Owners of his Unit which is equivalent to his proportionate interest in the Unit, but in no event shall more than one vote be cast for any one Unit.

Section 6.03 Board of Trustees and Officers. The Board of Trustees and the officers of the Association, elected as provided in the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of this Declaration, and ORC Sections 5311.08, and 1702.10. The Board initially shall be those three (3) persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

At such time as Units to which twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet and the Unit Owners, other than the Declarant, shall then elect one (1) Trustee and the Declarant shall designate the other two (2) of the Trustees.

Within thirty (30) days after the earlier of: (a) five (5) years from the date of establishment of the Association; or (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit Owners, including the Declarant, shall then elect three (3) Trustees to replace all those Trustees earlier elected or designated by the Unit Owners or Declarant, respectively, and elect new officers of the Association.

For purposes of computing the percentage of the undivided interests in the Common Areas referred to in this Section, the

percentage shall be computed by comparing the number of Units sold and conveyed by the Developer to the maximum number of Units (148) which may be created on the Condominium Property, as it may be expanded.

Except for those persons elected or appointed by Declarant, each Trustee shall be the owner of an interest in a Unit of the Condominium Property.

Section 6.04 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, rules and decisions and resolutions of the Association, as lawfully amended from time to time, and failure to comply with such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

Section 6.05 Right to Enter Unit. The Association or its agents may enter any Unit or Garage Unit when necessary in case of any emergency, and for any maintenance or construction purpose for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practical and any damage caused thereby shall be repaired by the Association. In the event of any emergency originating in or threatening any Unit or Garage Unit, the Association or its agents may enter the Unit or Garage Unit immediately whether the Unit Owner or Garage Unit Owner is present or not.

Section 6.06 Limitation of Liability Nothing in this Declaration, the Articles of Incorporation, or the By-Laws, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees, or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Unit, Garage Unit or of any part of the Common Areas or Limited Common Areas, or give rise to a cause of action against any of them, except for damages resulting from their own willful omissions or misconduct, and each person who becomes a Unit Owner or Member hereby releases and discharges all persons now or hereafter serving as an officer or Trustee, or both, from any liability for injury or damages to such Member or Unit Owner or to such Member's or Unit Owner's property, and covenants not to initiate any legal proceedings against any such person or persons unless said person is covered by insurance, and in such event the amount of recovery shall be limited to the amount of insurance.

ARTICLE VII

Management, Maintenance, and Repairs

Section 7.01 Association Responsibilities. Except as otherwise provided herein, the Association, at its expense, and acting through its Board of Trustees, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas and Limited Common Areas, including the exterior of all buildings, yard areas, decks, patios, walls, fences, screening (other than standard window screens), if any, roofs and the exterior and roofs of all garage buildings and the Garage Unit doors. If a Unit or Garage Unit becomes impaired, or is in need of repairs or restoration, and if the Unit Owner or Garage Owner thereof, after notice from the Association, fails to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore or otherwise correct the condition, and the Association shall charge and assess the cost thereof to such Unit Owner as a special individual Unit assessment.

Section 7.02 Managing Agent. The Association may delegate all of its authority to discharge such responsibility to a managing agent. Such delegation may be evidenced by one or more management contracts, no one of which shall exceed three (3) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Such contract or contracts shall be renewed upon such terms as approved by the Association.

Section 7.03 Unit Owners' and Garage Unit Owners' Responsibilities. Unless otherwise provided herein, the responsibilities of each Unit Owner shall include all of the following:

(a) To pay promptly when due all assessments and other charges levied against the Unit Owner's Unit;

(b) To maintain, repair, and replace at the Unit Owner's or Garage Unit Owner's own expense, all interior portions of their Unit or Garage Unit, as the case may be, and all internal installations of such Unit or Garage Unit, such as appliances, heating, plumbing, gas, electrical, air-conditioning, and water heating fixtures or installations, and any portion of any other utility service facility located within the Unit or Garage Unit boundaries.

(c) To maintain and repair all windows, screens, and glass surfaces, doors (including frames, jambs and hardware, but excluding doors of the Garage Units), and entryways of the Unit, Garage Unit and of all associated structures and fixtures, which are appurtenances to the Unit or Garage Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such

appurtenances, and also includes regular sweeping, cleaning and snow and ice removal (but not structural repairs) of front door stoops, decks, patios, and concrete driveway garage entrances connecting roadways and garages.

(d) To perform the Unit Owner's responsibilities in such a manner so as not unreasonably to disturb other persons residing within the Condominium Property and to keep all Limited Common Areas appurtenant to their Unit or Garage Unit neat, clean and free of all debris and in a sanitary condition.

(e) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit or Garage Unit, unless the written consent of the Board of Trustees is obtained.

(f) To report promptly to the Association or its managing agent any defect or need for repairs, the responsibility for remedying of which is with the Association.

(g) To pay the costs and expenses of any damages to Common Areas or Limited Common Areas which is caused by the negligent acts or omissions of said Unit Owner or Garage Unit Owner.

(h) To conform to the restrictions as to use and occupancy of the Condominium Property as contained in this Declaration, the By-Laws and the rules and regulations of the Association as promulgated from time to time, and to otherwise comply with the terms of the Declaration, By-Laws, and the rules and regulations of the Association.

ARTICLE VIII

Insurance

The Board of Trustees shall obtain and maintain, to the extent obtainable, the following insurance, which shall be a Common Expense:

Section 8.01 Property Insurance. The Board of Trustees shall maintain property insurance providing coverage for "All Risks" of direct physical loss, including fire insurance, extended coverage, vandalism and malicious mischief endorsements, together with such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land. Such insurance shall be for the maximum full replacement costs, subject to any deductible to be paid by the Unit Owner, of the building and structures of the Condominium Property (including all of the Units and Garage Units, all appliances, fixtures and any other items initially installed therein by Declarant, some of which may be subject to depreciation, and all improvements and betterments to

the Units and Garage Units made by Unit Owners and described in writing to the Board of Trustees, but not including furniture or other personal property supplied or installed by Unit Owners and also excluding land, foundation, excavation and other items normally excluded from coverage), together with service machinery contained therein owned or leased in the name of the Association, and covering the interest of the Association, the Board of Trustees, all Unit Owners and their mortgagees, as their interests may appear. It shall be the responsibility of individual Unit Owners to obtain insurance coverage for all furniture and other personal property not covered by insurance purchased by the Association.

The policy shall show the name of the insured as "The Lofts at Wetherington Condominium Unit Owners' Association, Inc., for the use and benefit of the individual Unit Owners". All such insurance shall provide for a standard mortgage clause in favor of each mortgagee of a Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee and the Unit Owners, as their interests may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. All such policies shall provide that adjustment of loss shall be made with the Board of Trustees, the affected Unit Owners and their mortgagees, as their interests may appear. All such policies shall provide that the carrier shall not have an option to restore damage in lieu of making a cash settlement in the event of removal of the Condominium Property from the provisions of ORC Chapter 5311 under the termination provisions of this Declaration. Said policy shall further provide that the coverage therefor shall not be materially altered or terminated for nonpayment of premiums without at least thirty (30) days' written notice to the managing agent of the Association and the respective mortgagees of each Unit.

All policies of insurance shall contain waivers of subrogation with respect to the Association, its employees, Unit Owners and members of their households, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all mortgagees of Units. Condominium certificates of insurance, together with proof of payment of premiums, shall be delivered to all mortgagees of Units prior to expiration of the then current policies. Unless the insurance company is willing to write such insurance on an "agreed amount" basis satisfactory to the Board of Trustees, prior to obtaining any policy of property insurance or any renewal thereof, the Board of Trustees shall obtain an appraisal from an insurance company or otherwise of the full insurable replacement value of the buildings, including all of the Units and all of the Common Areas

and Facilities therein, without deduction for depreciation for the purpose of determining the amount of insurance to be effected pursuant to this Section.

If the damage for which the proceeds of insurance are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

The Association or its authorized representative is irrevocably appointed agent (or trustee under the terms of any Insurance Trust Agreement) for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain such insurance, to adjust all claims arising under insurance policies purchased by the Association, to execute and deliver releases upon the payment of claims, to make appropriate disposition of the insurance proceeds, and to perform all other acts necessary to accomplish such purposes.

If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

Certain provisions herein are for the benefit of mortgagees of Units, and all of such provisions for the benefit of any mortgagee of a Unit may be enforced by such mortgagee.

Section 8.02. Public Liability Insurance. The Board shall maintain comprehensive general public liability insurance in such limits as it may from time to time determine (but in no event less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence), covering the Association, each member of the Board of Trustees, and each Unit Owner, and such Unit Owner's occupants and tenants. The Board of Trustees shall review such limits once a year.

Section 8.03. Other Insurance. The Board may obtain such other insurance as it determines, including directors' and officers' errors and omissions coverage, umbrella liability coverage, and to the extent and in such amounts required by mortgagees and mortgage loan insurers and guarantors, fidelity bond coverage for all officers, directors, trustees and employees of the Association and all other individuals handling or responsible for funds of or administered by the Association. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall be excess over the coverage provided by the Board of Trustees, shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees

shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

ARTICLE IX

Reconstruction or Repair After Casualty or Eminent Domain

Section 9.01 Casualty Damage. If any part of the Condominium Property shall be damaged by casualty, the determination whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Lesser damage. If Units to which 50% or less of the Common Areas and Facilities are appurtenant are found by the Board of Trustees of the Association to be untenable after the casualty, the damaged property shall be reconstructed or repaired.

(b) Major damage. If Units to which more than 50% of the Common Areas and Facilities are appurtenant are found by the Board of Trustees to be untenable after the casualty, the determination whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be made in the following manner:

(i) The Board of Trustees shall obtain reliable and detailed estimates of the cost to rebuild or repair immediately after the casualty.

(ii) Immediately after the determination of the amount of insurance proceeds, the Board of Trustees shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by one-third (1/3) of the Unit Owners and by a majority of the first mortgagees (each first mortgagee having one vote for each Unit on which it has a first mortgage), the damaged property will be reconstructed or repaired, but if not so approved, the Condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expense of such determination shall be assessed against all Unit Owners in proportion to their interests in the Common Areas and Facilities.

(iii) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached

hereto as exhibits, as amended; or if not, then according to the plans and specifications approved by the Unit Owner concerned and by the Board of Trustees of the Association, and also by fifty-one percent (51%) of the first mortgagees (each first mortgagee having one vote for each Unit on which it has a first mortgage).

(iv) The responsibility of reconstruction and repair after casualty shall be that of the Board of Trustees.

(v) The funds for payment of costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

Section 9.02 Eminent Domain. The awards for the taking of a portion of a Unit, a Garage Unit, or of the Common Areas by eminent domain shall be deemed to be proceeds from insurance on account of a casualty and shall be deposited with the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association and in the event of failure to do so, in the discretion of the Board of Trustees, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the same manner as heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more Units or Garage Units are taken in part, the taking shall have the following effects:

(a) Unit reduced but tenantable. If the taking reduces the size of a Unit or Garage Unit and the remaining portion of said Unit or Garage Unit can be made tenantable (or, in the case of a Garage Unit, useable), the award for the taking of a portion of the Unit or Garage Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(i) The Unit or Garage Unit shall be made tenantable useable. If the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Unit Owner or Garage Unit Owner, as the case may be.

(ii) The balance of the award, if any, shall be distributed to the Unit Owner or Garage Unit Owner, and to each mortgagee of the Unit or Garage Unit, the remittance being payable jointly to the Unit Owner or Garage Unit Owner, and the mortgagees.

(b) Unit made untenable. If the taking destroys or so reduces the size of the Unit or Garage Unit that it cannot be made tenable (or in the case of a Garage Unit, unusable), the award for the taking of the Unit or Garage Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(i) The market value of such Unit or Garage Unit immediately prior to the taking shall be paid to the Unit Owner or Garage Unit Owner, as the case may be, and to each mortgagee thereof, the remittance being payable jointly to the owner and his mortgagees.

(ii) The remaining portion of such Unit or Garage Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Trustees; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Areas and Facilities.

(iii) The percentage interests in the Common Areas appurtenant to the Units which continue as a part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Areas among the reduced numbers of Unit Owners.

(iv) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit or Garage Unit to the owner thereof and to recondition the remaining portion of the Unit or Garage Unit for use as a part of the Common Areas and Facilities, the additional funds required for such purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium affected by the taking. Such assessments shall be made in proportion to the interests of such Unit Owners in the Common Areas and Facilities after the changes effected by the taking.

(c) Arbitration. If the market value of a Unit or Garage Unit prior to the taking cannot be determined by agreement among the Unit Owner or Garage Unit Owner, the mortgagees thereof and the Association within thirty (30) days after notice by any party, such values shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the arbitrators shall be two

appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit or Garage Unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The costs of arbitration proceedings shall be assessed against all Unit Owners in proportion to the interests of the Unit Owners in the Common Areas and Facilities as they exist prior to the changes effected by the taking.

Section 9.03 Amendment of Declaration. Except as permitted in Article IV and on Exhibit C to this Declaration, the percentage of interests in the Common Areas and Facilities of each Unit as expressed in this Declaration shall not be altered except by an amendment to this Declaration approved by all Unit Owners whose percentage interests will be affected. Changes in the method of allocating liability for Common Expenses which are affected by eminent domain shall also be evidenced by an amendment to this Declaration which shall be unanimously approved by all Unit Owners whose percentage interests will be affected.

ARTICLE X

Remedies for Breach of Covenants and Rules

If any Unit Owner either by his own conduct or by the conduct of any occupant of his Unit shall violate any rules or regulations or breach any covenants or provisions contained in this Declaration or in the By-laws, the Association shall have the rights provided by law in addition to the rights set forth in the Declaration and By-Laws, including without limitation the following.

Section 10.01 Right to Enter Units and Garage Units. The Association may enter any Unit or Garage Unit in which or as to which a violation or breach exists which has resulted in or may result in unsafe or hazardous conditions and to summarily abate and to remove, at the expense of the Unit Owner of such Unit or Garage Unit, any structure, thing or condition that may exist thereon contrary to the intent and the meaning of the provisions of this Declaration or of the By-laws or the Rules, and the Association, the Board, or its agents shall not thereby be deemed guilty in any manner of trespass.

Section 10.02 Injunction. The Association may enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach.

Section 10.03 Action Concerning Assessments and Fines. The Association may bring an action at law for non-payment of assessments or fines against individual Unit Owners obligated to pay the same, or may foreclose on the lien created on the Unit Owner's property by the non-payment of the assessments or fines, all as further provided in the Declaration and By-Laws; or

Section 10.04 Damages. The Association may bring an action for damages for any breach of the rules, regulations or covenants concerning or affecting the Condominium Property.

Section 10.05 Costs and Expenses. Defaulting Unit Owners shall pay all costs of enforcement of the terms of this Declaration and the By-Laws and of collection of assessments and other payments due hereunder, including, without limitation, court costs and attorneys fees.

ARTICLE XI

Easements

The Condominium Property is hereby made subject to the following easements, each of which shall be perpetual, shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee, and any other person having an interest in the Condominium Property, or any part thereof, and their respective heirs, mortgagees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons.

Section 11.01 Easements for Support. Every portion of each of the buildings, service equipment or any improvement on any portion of the Condominium Property contributing to the support of another part of any building, service equipment or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all such other buildings, service equipment and improvements on other portions of the Condominium Property.

Section 11.02 Easement for Encroachments. Each Unit and Garage Unit, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any other Unit or Garage Unit or the Common Areas as a result of any deviations in construction from the Condominium plans.

If by reason of the repair, restoration, partial or total destruction and rebuilding, or shifting, settlement or movement, of the buildings, or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a Unit or Garage Unit, or any part of a Unit shall encroach upon any part of the Common Areas and Facilities, or any part of the Unit or Garage Unit shall encroach upon any part of any other Unit or Garage Unit, or if by reason of the design or construction or rebuilding of the utilities systems comprised within the Condominium Property, any pipes, ducts, or conduits serving a Unit or Garage Unit shall encroach upon any other Unit or Garage Unit, easements are hereby established in favor of the Unit Owners, or Garage Unit Owners or Association, as the case may be, for the maintenance of any such encroachment.

Such easements shall exist for the benefit of such Unit(s) or Garage Unit(s) and the Common Areas so long as the encroaching structures remain.

Section 11.03 Right of Access and Maintenance Easements.

The Declarant and/or the Association shall have easements over, around and under the Units, Garage Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining, repairing or servicing the Common Areas and Facilities, and there shall be easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit or Garage Unit. Each Unit Owner shall have an easement to and throughout the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing. Each Unit and Garage Unit is hereby declared to be subject to a reasonable easement in favor of the Association, its employees, and agents, to enter such Unit or Garage Unit for emergency reasons.

Section 11.04 Utility Easements.

There is hereby created an easement in favor of the Declarant, the Association and any utility company to which this Section would apply, through, over, around and under the Units, Garage Units, and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units or Garage Units. Any company providing any of such utilities may construct and maintain the necessary poles, equipment, wires, circuits and conduits on or across the Condominium Property if such does not, in the Board's judgment, unreasonably interfere with the use and enjoyment of the Condominium Property.

Section 11.05 Construction Easements.

There is hereby created an easement in favor of Declarant reserved over the property described in Exhibit B for the benefit of the remainder of the property described in Exhibit A (after the Exhibit B property is removed), in order for Declarant to exercise its rights under this Declaration to make the necessary amendments, incorporate all or part of said remainder of the property described in Exhibit A, construct the improvements thereon, and include the same as part of the Condominium Property.

Section 11.06 Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, postal workers, deliverymen, garbage and trash removal personnel, and all other similar persons, to the local governmental authorities and the Declarant, the Association, and the managing agent and its employees, but not to the public in several, to enter upon the Common Areas in the performance of their duties.

Section 11.07 Future Easements.

Declarant hereby reserves to itself, or may grant to the Association or to others on behalf

of the Condominium Property during the period in which the Condominium may be expanded under Article IV, easements for access, ingress, egress and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas and Facilities, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility and/or access improvements. Without limiting the general nature of the preceding sentence, Declarant shall have the right to create any easement over the Common Areas of the Condominium Property, for the benefit of the Additional Property, and any easement over the Additional Property, for the benefit of the Condominium Property, which Declarant deems advisable, in its sole discretion, for the development, operation and/or use of such properties. Without limiting the general nature of the foregoing, Declarant hereby grants to the Association, any utility company, any Unit Owner and their respective invitees, employees, agents or contractors (collectively, "Beneficiaries") a temporary ingress, egress and utility easement among and between the Condominium Property and Additional Property for the purpose of providing such temporary access (pedestrian, vehicular and utility) to all phases of the Condominium Property, said easements shall be located over and under the private roads shown on the Condominium Drawings as set forth in Exhibit D, if applicable, provided however, said temporary easement shall automatically terminate as to any of the Beneficiaries at such time such easements are established over or under Condominium Property. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints Declarant and/or the Association, his attorney in fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees, such easements or other instruments as may be necessary to effect the foregoing.

Section 11.08 Easements Granted by Association. The Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roadways and other purposes determined by the Board of Trustees in their discretion to be (a) reasonably necessary or useful for the proper maintenance or operation of the development; (b) otherwise beneficial to the Unit Owners; or (c) desirable or beneficial to future owners and occupants of adjacent properties desiring said permits, licenses or easements.

Section 11.09 Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, each Garage Unit Owner, by acceptance of title to a Garage Unit and each mortgagee, by

acceptance of a mortgage encumbering a Unit, hereby irrevocably appoint the Association as their attorney-in-fact to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, Garage Unit Owner and/or mortgagee, such deeds and easements and other instruments as may be necessary or desirable to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, Garage Unit Owner, the Association, the Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest. Each grantee of a Unit, a Garage Unit and his mortgagees shall be subject to and shall have the benefit of each of the easements herein, to the same extent as if such easements were expressly set forth in the deed of conveyance or mortgage.

Section 11.10 Pre-Existing Easements, Encumbrances and Restrictions. The Condominium Property is also subject to, and benefited by, all easements, restrictions, liens and other rights and conditions of record, if any. This Section 11.10 shall not be deemed to be a warranty of title or a complete list of recorded matters; it is provided for informational purposes only.

ARTICLE XII

Common Expenses and Limited Common Expenses

Section 12.01 Common Expenses. Common Expenses shall include the following: cost of insurance; water charges for the Common Areas and Garage Units; gas (if applicable) and electricity used for Common Areas, but not for Units; costs of administration, maintenance, repair, rehabilitation and replacement of Common Areas and Limited Common Areas and Facilities; compliance with Workers' Compensation Law of Ohio, if necessary, on behalf of the Association; establishment of an expense reserve account for contingencies and a reserve fund for maintenance, repairs and replacement of the Common Areas and Limited Common Areas and for future capital improvements; and such other items as may, from time to time, be determined by a majority vote of the Board of Trustees.

Section 12.02 Limited Common Expenses. Limited common expenses shall include the cost of those expenses which, in the determination of the Association, are furnished only to those Units sharing in designated costs or in designated Limited Common Areas and Facilities, which expenses are not incurred on behalf of all Units in the Condominium. Such expenses may include, without limitation, the following: the cost of all utility services furnished to designated Units or Garage Units from master meters, if any; the cost of repairs to the Common Areas or Limited Common Areas necessitated by the intentional or negligent act or omission of a Unit Owner, Garage Unit Owner, or its invitee, lessee, licensee, family member or guest; and such other items as may,

from time to time, be determined by a majority vote of the Board of Trustees.

Section 12.03 Division of Common Expenses and Profits; Assessments. The common profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentage of interest in the Common Areas and Facilities of their respective Units. Every Unit Owner shall pay their Unit's proportionate share of assessments for Common Expenses, and any Limited Common Expenses and/or special assessments levied against said Unit Owner. No Unit Owner shall except themselves from liability for such assessments by waiver of the use or enjoyment of the Common Areas and Facilities or by the abandonment of their Unit.

If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves and shall in no event be deemed profits nor be available, except on dissolution of the Association, for distribution to Unit Owners.

Section 12.04 Determination of Assessments. The Board of Trustees shall, before the beginning of each calendar year of the Association, determine the financial requirements to defray the Common Expenses and the Limited Common Expenses and shall make an assessment, to be paid by each Unit Owner each month to the Treasurer or managing agent of the Association, for meeting such Common Expenses and Limited Common Expenses. Until such time as a meeting of the Association is held, at which a Board of Trustees is elected, Declarant shall exercise the power to determine and assess the amount of Common Expenses and Limited Common Expenses and to levy special assessments and general assessments. The assessment for Common Expenses shall be based upon each Unit Owner's appurtenant percentage of interest in the Common Areas and Facilities. The assessment for Limited Common Expenses shall be imposed only upon those Unit Owners who have incurred the Limited Common Expense, in the sole and absolute judgment of the Association. If the amount of the operating assessment is insufficient to meet all obligations, the Board shall assess the deficiency in the same manner as heretofore provided.

All funds shall be held in the name of the Association. Each Unit Owner, by the acceptance of a deed to a Unit, does authorize the disbursement of any and all of said funds by the Treasurer of the Association, by the managing agent of the Association or by any other party upon the written authorization of either of the aforementioned individuals. Any withdrawal from the reserve fund must be approved in writing by a majority of the Trustees. Upon the sale or transfer of any Unit, the seller forfeits any right to share or receive any funds held by the Association, as such right shall be deemed to have been transferred at closing by such

selling Unit Owner into the name of the grantee and the Association.

Section 12.05 Special Assessments. The Board of Trustees shall also have the right to levy special assessments as provided herein and in the By-Laws of the Association. The Board may levy a special assessment to construct, reconstruct, or replace components of the Common Areas or Limited Common Areas to the extent that reserves therefor are insufficient. Any special assessment for capital improvements shall be prorated among all Units in proportion to each Unit's percentage interest in the Common Areas.

Section 12.06 Lien for Unpaid Assessments. In the event of the failure of a Unit Owner to pay their proportionate share of any assessment when due, the amount thereof shall constitute a lien on the interest of such Unit Owner as provided in ORC Section 5311.18, and in the By-laws. In any foreclosure of a lien for assessment, the owner of the Unit and/or Garage Unit subject to the lien shall be required to pay all expenses of collection, including attorneys' fees, plus a reasonable rental for the Unit and/or Garage Unit for the period of said Unit Owner's occupancy, and the Board of Trustees shall be entitled to the appointment of a receiver to collect the same, remitting such funds either to the Association or the Trustees, as the case may be. In the event that the reasonable rental exceeds the amount of the delinquent assessment, then the surplus proceeds shall be applied in the following order: (i) to satisfy the holders of prior mortgage liens in the order of priority; (ii) to pay any property taxes which may be due and owing; (iii) any further surplus shall be refunded to the owner of the affected Unit. Any Unit Owner who believes that any assessment has been improperly charged against their Unit shall have the remedies called for in ORC Section 5311.18.

Section 12.07 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of first mortgages which have been properly filed for record. Sale, transfer or foreclosure of any Unit or Garage Unit shall not affect the assessment lien. No sale or transfer shall release such Unit or Garage Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12.08 Non-Liability of Foreclosure Sale Purchaser For Past Due Common Expenses. Where a foreclosure sale purchaser or the mortgagee of a first mortgage of record acquires an ownership interest in a Unit and/or Garage Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such foreclosure sale purchaser or mortgagee, or their respective successors and assigns, as the case may be, shall not be personally liable for the assessments levied against such Unit or Garage Unit which were levied prior to their

acquisition of an ownership interest in such Unit or Garage Unit. Such assessments shall be a lien, however, and shall be paid out of the moneys received at the foreclosure sale if the proceeds therefrom are sufficient for such purpose. To the extent such assessments are not paid, however, they may be deemed to be Common Expenses and may be levied against all of the Unit Owners within a reasonable time following the acquisition of title by such foreclosure sale purchaser or mortgagee.

Section 12.09 Records of Assessments. The Board of Trustees may retain and pay a qualified accountant to handle the collection of assessments, keeping of all records and payment of obligations of the Association. If such accountant is so retained as herein provided, the accountant's work shall be under the supervision of the Treasurer or managing agent and the accountant shall be accountable to the Board of Trustees.

Section 12.10 Liability for Assessments Upon Voluntary Conveyance. Except as set forth in Section 12.08 hereof, each Unit Owner shall assume, and agree to pay, all unpaid assessments and charges levied by the Association against prior owners of that owner's Unit for the payment of Common Expenses and Limited Common Expenses, including maintenance of a reserve account for capital improvements as set forth in Section 12.04 above. However, any such Unit Owner shall be entitled to a statement, upon written request, from the Association setting forth the amount of all unpaid assessments, the amount in the reserve account, and charges against prior owners of said owner's Unit or Garage Unit(s) due to the Association, which statement shall be binding upon the Association as to the total liability due from prior owners of that Unit, as of the date of said statement.

Section 12.11 Government Assessments. Any assessments made by any government body against a particular Unit or Garage Unit and assessed directly against that Unit or Garage Unit shall be payable by the Unit Owner of the Unit, or Garage Unit Owner of the Garage Unit, so affected. Except as set forth in the preceding sentence, in the event any governmental body should levy assessments against the Condominium Property, said assessments shall be paid by the Association as a Common Expense and may then be assessed by the Association.

Section 12.12 Suspension of Voting Rights. When an assessment delineated in this Article is due and owing, and is delinquent for more than thirty (30) days, then the voting rights under this Declaration of the Unit Owner affected may be suspended until all outstanding assessments levied upon the said Unit are paid in full.

Section 12.13 Developer's Assessment. The Developer will assume the rights and obligations of a Unit Owner in its capacity as owner of condominium ownership interests declared but not yet sold, including, without limitation, the obligation to pay Common Expenses attaching to such interests, from the date the

Declaration (or amendment thereto with respect to additional phases) is filed for record. The Developer shall not be required to pay any additional assessment as a result of its ownership of Garage Units, notwithstanding that any Garage Unit Owner other than Developer may be required to pay such additional assessments.

Section 12.14 Property Dedicated to Public. All properties dedicated to and accepted by a local public authority and granted to and used by a utility company shall be exempt from the assessments created herein.

ARTICLE XIII

Restrictions as to Use and Occupancy

The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit and occupant.

Section 13.01 Purpose of Property. The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto. No industry, trade, business, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted in any part of a Unit without the written approval of the Board.

Section 13.02 Declarant's Rights During Construction and Sale. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of said Units, upon such portion of the premises as its builder may choose, such facilities, including, without limitation, model Units, as in the sole opinion of said Declarant may be reasonably required, convenient or incidental to the construction and/or sale of Units.

Section 13.03 Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the Common Areas, including the Limited Common Area and Facilities, except during construction as permitted herein or except such storage as may be approved by the Board of Trustees.

Section 13.04 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit, Garage Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which will increase the rate or cost of insurance on the Common Areas and Facilities or Limited Common Areas and Facilities or contents thereof without the prior written consent of the Declarant and/or the Association, as the case may be. No Unit Owner shall permit anything to be done or kept in his Unit or Garage Unit, in the Common Areas and Facilities, or in the Limited Common Areas and Facilities which will result in the cancellation of insurance on the Common Areas and Facilities, or contents thereof, or which would be in violation of any law. No waste shall be committed in

the Common Areas and Facilities or Limited Common Areas and Facilities.

Section 13.05 Exterior Surfaces of Building. Except with respect to the rights of Declarant under Section 13.02 hereof, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building. No sign, awning, canopy, umbrella, screen, blind, shutter, fence, wall, radio or television antenna or transmitter shall be affixed to or placed upon the exterior walls or roof of any part of any building, and no clothing or laundry shall be hung out or exposed on any part of the Common Areas except as permitted under the regulations of the Board. No changes shall be made to the exterior of any Unit, Garage Unit, or to Limited Common Areas and Facilities without prior consent of the Board of Trustees. No Unit Owner may alter or modify the exterior of the buildings in any way, including without limitation, changing windows or painting exterior surfaces.

Section 13.06 Animals and Pets. No animals of any kind, (including, without limitation, rabbits, livestock, fowl or poultry and common household pets such as dogs and cats) shall be raised, bred or kept in any Unit, Garage Unit or in the Common Areas or Limited Common Areas, except as permitted by the Board of Trustees. Any Unit Owner who violates this Section shall be subject to fines and such other remedies as determined appropriate by the Board.

Section 13.07 Trash and Storage. The Board of Trustees shall have control over all aspects of the method and manner by which trash, rubbish, garbage and other materials are to be removed from the premises, and shall have control of the selection of the organization, agent or independent contractor to be responsible for the collection and removal. The outdoor placement or storage of any such items, other than by the Association itself, on any portion of the Common or Limited Common Areas and Facilities shall be prohibited, except that patio furniture, bicycles, firewood, children's play equipment and other chattels may be kept on certain Limited Common Areas by the persons entitled to exclusive use of said area, as and if permitted by rules that may be established by the Board.

Section 13.08 Nuisances. No noxious or offensive activity shall be carried on or in any Unit, Garage Unit, or in the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to or unreasonably disturb any of the Unit Owners or Unit occupants, as determined by the Board.

Section 13.09 Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit, Garage Unit, or in the Common or Limited Common Areas and Facilities which would

impair the structural integrity or would structurally change any of the buildings.

Section 13.10 Use of Common Areas and Facilities. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities, except in accordance with the rules and regulations established by the Declarant and/or the Association.

Section 13.11 Use of Limited Common Areas. Each Limited Common Area shall be used exclusively by the corresponding adjacent Unit Owner or Garage Unit Owner and/or tenants of such Unit or Garage Unit, subject to restrictions set forth in this Declaration and the regulations of the Board.

Section 13.12 Prohibited Business Activities. No industry, trade, business, occupation or profession of any kind, commercial, religious, educational, or otherwise, except permitted home occupations as the same are or may be defined in the future under applicable provisions of the zoning code in effect from time to time, shall be conducted, maintained, or permitted on any part of the Condominium Property.

Section 13.13 Signs. Except as permitted by the Board of Trustees, no signs or other displays or advertising shall be maintained or permitted on any part of the Condominium Property except:

(a) The right is reserved by Declarant to maintain during the period of sale of said Units, upon such portion of the premises as its builder may choose, such facilities as in the sole opinion of said Declarant may be reasonably required, convenient or incidental to the sale of Units.

(b) The right is reserved by Declarant to place "For Sale" signs on any unsold Units and to place "Sold" signs on Units for a reasonable period after each such Unit is sold.

(c) The Developer or the Association may construct a permanent sign of quality construction identifying the development.

(d) "For Sale" signs may be erected by Unit Owners or Garage Unit Owners for the sale of their own Unit and/or Garage Unit; provided, however, that the form and substance of such signs shall be subject to: (i) the rules and regulations established by the Board and/or Association; and (ii) all covenants and restrictions of record.

Section 13.14 Alteration of Common Areas and Facilities. Nothing shall be altered, constructed in, removed from, or added to, the Common Areas and Facilities, except as provided for

herein, without the prior written consent of the Declarant and/or the Association.

Section 13.15 Open Fires. No open fires shall be permitted on the Common or Limited Common Areas, except that outdoor grill-type fires are permitted on a Limited Common Area by the person entitled to the exclusive use thereof for the preparation of food to be consumed in the Unit or Limited Common Areas appurtenant thereto, and on such parts of the Common Areas, if any, as are designated and approved by the Board of Trustees, provided that such use does not violate local building codes.

Section 13.16 Fencing. No fencing or wall shall be permitted on the Common or Limited Common Areas with the exception of those installed by the Declarant, except with the prior approval of the Board of Trustees.

Section 13.17 Architectural Control. No building or other structure shall be constructed or maintained upon the Condominium Property, nor shall any exterior addition to or change or alteration therein be made, except by the Declarant, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Declarant and/or the Board of Trustees. Nothing in this Article shall be deemed to authorize any construction on, in addition to, or change in, the Condominium Property, which would be prohibited by the provisions of this Declaration.

Section 13.18 Leases. All leases or rental agreements pertaining to a Units or Garage Units must be in writing and specifically provide that such leases or rental agreements are subject to this Declaration and to the By-Laws of the Association. All occupants, including tenants of any Unit or Garage Unit, shall be subject to this Declaration, the By-Laws, and rules and regulations of the Association. All leases shall be submitted to the Association for prior approval, and shall not be permitted unless such approval is made in writing by the Association. No Unit or Garage Unit may be leased or rented for a period of less than thirty (30) days. Any lease of a Garage Unit shall restrict the use of such Garage Unit to current occupants (whether Unit Owners or their lessees or guests) of a Unit.

Section 13.19 Parking of Vehicles. Parking of vehicles shall be limited to Garage Units (which are separately owned by Garage Unit Owners) or to designated parking areas, if any, on Common Areas or Limited Common Areas. Other than passenger cars and light trucks (minivans and pick-ups and sport utility vehicles rated 3/4 ton or less), all vehicles (including, without limitation, boats, vans, trucks, trailers, recreational vehicles, campers, motorcycles and mopeds) shall be prohibited from parking on the Condominium Property, unless (a) such vehicle is parked in an enclosed garage, or (b) the Association has given advance approval for overnight parking of a particular vehicle pursuant to

the right of the Board of Trustees to promulgate rules permitting vehicles other than passenger cars to park on the Condominium Property for such time periods and at such locations as the Board of Trustees deems reasonable and appropriate. In addition to any remedies available to the Association provided for herein or by law, the Association may have vehicles which violate these restrictions towed away at the expense of the vehicle owner or Unit Owner.

Section 13.20. Clubhouse and Pool. The Condominium shall include a clubhouse and pool for the mutual use and enjoyment of Unit Owners and their permitted lessees and guests. Such use shall be subject to the rules and by the Association regulations promulgated from time to time through its Board.

Section 13.21. Garage Units shall be used for the parking of vehicles and/or the storage of property which belongs to the Garage Unit Owner or his lessee and shall not be used by any person who is not a current occupant (whether Unit Owner or their lessees or guests) of a Unit. Garage Unit doors shall be kept closed at all times except for accessing the Garage Unit or for reasonable periods of time necessary for cleaning and maintaining thereof.

Section 13.22. Enforcement of Restrictions. In addition to any other remedy permitted by this Declaration, the By-Laws or by law, the Association is empowered to levy fines and interest and late payment charges upon Unit Owners for any violation of any restriction contained in Article XII and this Article XIII, in amounts to be established and revised from time to time by the Board of Trustees. The Association shall provide the Unit Owner with a prior written notice of intent to impose a fine, interest and/or late payment for any said violation, and if the violation is continuing following said notice, such amounts charged may be imposed and may continue to be re-imposed for every day thereafter for which such violation is continuing, until abated. Any amounts levied pursuant to this Section shall be added to the Unit Owner's share of Common Expenses, and the Association shall have a lien for non-payment of same, which lien may be enforced pursuant to the provisions of this Declaration and the By-Laws.

ARTICLE XIV

Notice To and Rights of Mortgagees

Section 14.01 Notice of Mortgagees. Any Unit Owner who mortgages their ownership interest therein shall notify the Association, in such manner as the Association may direct, of the name and address of their mortgagee(s) and thereafter shall notify the Association of the full payment, cancellation or any other modification of the mortgage.

Section 14.02 Notice of Delinquency and Default. Upon written request to the Association, identifying the name and address of the mortgagee, or mortgage insurer or guarantor, and of the Unit Owner's name and address, such mortgagee, mortgage insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit or Garage Unit on which there is a mortgage held, insured, or guaranteed by such mortgagee or mortgage insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by Unit Owner subject to a mortgage held, insured or guaranteed by such mortgagee or mortgage insurer or guarantor, which remains uncured for a period of 60 days (provided that failure to so notify any such mortgagee shall not relieve such Unit Owner of their obligation to pay such assessments or charges);

(c) Any default in the performance of any obligation under this Declaration, the Articles of Incorporation or By-Laws of the Association by a Unit Owner whose mortgage is with such mortgagee or is insured or guaranteed by such insurer or guarantor;

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(e) Any proposed action which would require the consent of a mortgagee or of a specified percentage of mortgagees.

Section 14.03 Consent of Mortgagees. Except as provided in Article IV, no amendment to the Declaration shall be effective as to the holder of a first mortgage on an Unit with respect to the following unless the mortgagee consents to said amendment:

(a) Any change in the allocation of percentage interests in Common Areas appertaining to the Unit mortgaged;

(b) Any change in the boundary of the Unit mortgaged;

(c) Any change in allocation of voting rights affecting the Unit mortgaged; or

(d) Any change in the liability for Common Expenses of the Unit mortgaged.

The consent of a mortgagee shall be deemed given when such mortgagee fails to respond in writing to any written notice of a proposed amendment within thirty (30) days after it receives such notice, provided such notice was hand delivered or delivered by

certified or registered mail, return receipt requested. In the amendment, or in a writing placed of record thereafter, the Declarant or the Association secretary, as the case may be, shall certify as to the mortgagees' consents obtained in the manner stated herein.

Section 14.04 Restrictions Upon Unit Owners' Association.

In addition to any other requirement contained in the Declaration, the By-Laws or at law for the following, the consent of fifty-one percent (51%) of the first mortgagees (each mortgagee having one vote for each Unit on which it has a first mortgage) shall be required for any amendment to the Declaration or any change pertaining to the following matters: amount of coverage for insurance or fidelity bonds; imposition of any additional restrictions upon a Unit Owner's right to sell or transfer a Unit; change in requirements for maintenance of a reserve fund; change in the responsibility for maintenance, repair or replacement of Common Areas or Limited Common Areas; change in the maintenance of insurance, including fire and extended coverage on insurable Common Areas and Limited Common Areas in an amount not less than one hundred per cent (100%) of the insurable value, based on current replacement costs; or change in the use of hazard insurance proceeds for losses to the Condominium Property for other than the repair, replacement or reconstruction of such property.

The consent of an eligible mortgagee will be deemed given when such mortgagee fails to submit a written response to any written notice of a proposed amendment within thirty (30) days after it receives such notice, provided such notice was hand-delivered or delivered by certified or registered mail with return receipt requested. In such an amendment, the Declarant or the Association secretary, as the case may be, shall certify in writing as to the requisite percentage of first mortgagees approving any such amendment.

Section 14.05 Taxes and Other Arrearages. First mortgagees may jointly or singly pay taxes or other charges which are in default or which have become a charge and may pay overdue premiums or hazard insurance policies, secure new hazard insurance coverage on the lapse of any policy, and said mortgagees shall be owed immediate reimbursement therefor from the Association, or the respective Unit Owner, as the case may be.

Section 14.06 Books and Records. Any first mortgagee or insurer or guarantor of any first mortgage on a Unit shall have the right to examine the books, records, and financial statements of the Association.

Section 14.07 Insurance and Condemnation Awards. No Unit Owner, or any other party, shall have priority over the rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or

condemnation awards for losses to or a taking of Units, Garage Units, and/or Common Areas.

Section 14.08. Notice to Mortgagees Regarding Garage Units. Garage Units are separately described, taxed and assessed by the Butler County, Ohio Auditor and may be mortgaged in connection with any mortgage financing of a Unit. However, this Declaration restricts the alienation of Garage Units; they are not permitted to be conveyed to other than an owner of a Unit and, while they may be leased, they may not be leased to other than an occupant (Unit Owner or its lessees or guests) of a Unit. Therefore, Garage Units may be mortgaged as part of a transaction wherein a Unit is mortgaged, but their liens could only be foreclosed upon in conjunction with the foreclosure of a lien on a Unit held under common ownership with the subject Garage Unit.

ARTICLE XV

Escrow of Deposit

Section 15.01 Deposit or Down Payment. 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 the settlement or until returned to or otherwise credited to the purchaser, or forfeited to the seller by purchaser's default. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four percent (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 purchaser, or added to any forfeiture to the seller.

Section 15.02 Attachment. Deposits and down payments held in trust or escrow pursuant to the preceding section shall not be subject to attachment by creditors of the Developer or a purchaser.

ARTICLE XVI

Developer's Property Interest; Contracts

Section 16.01 Developer's Property Interest. Except in its capacity as a Unit Owner of unsold condominium ownership interests or a Garage Unit Owner of unsold Garage Units, the Developer or its 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 Association, except that: (a) Developer may retain a property interest in recreational facilities furnished to Unit Owners and others under a contract entered into or renewed by the Association after Unit Owners other than the Developer have assumed control of the Association; and (b) 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 of future phases of the Condominium.

Section 16.02 Contracts, Management Agreements and Leases. Neither the Association nor the Unit Owners will be subject to any contract, management agreement, or lease executed prior to the assumption of control by the Association unless such a contract, management agreement or lease provides for termination by either party thereto without cause or charge upon ninety (90) days' prior written notice or with cause upon thirty (30) days' prior written notice. Any management contract providing for the services of the Developer, sponsor or builder may not be for a term of more than three (3) years. Any management contract or agreement executed prior to the assumption of control of the Association by the Unit Owners shall not extend for a term more than one year subsequent to that assumption of control unless such contract or agreement is renewed by a vote of the Unit Owners pursuant to the By-Laws.

ARTICLE XVII

Limited Warranties

Section 17.01 As to Condominium Property as a Whole. For a period of two years commencing on the date the deed or other evidence of ownership is filed for record following the sale of the first Unit to a purchaser in good faith for value, the Developer will assume the full cost of labor and materials for any necessary repair or replacement of roof and structural components, and for any necessary repair or replacement of mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship.

The term "structural components" means those portions of the building necessary to keep any part of the building from collapsing and of maintaining the building in a weathertight condition, including foundations, bearing walls and columns, and exterior walls, but excluding interior non-bearing partitions, surface finishes, interior doors, and the like.

Section 17.02 Commencement of Warranty Period upon Expansion. In the event this Condominium is expanded, the one-year warranty shall commence for property submitted by the original 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 Condominium Property, and for any portion(s) of the Additional Property submitted by amendment to the 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 each portion of the Additional Property so submitted; in either case to a purchaser in good faith for value.

Section 17.03 As to each Condominium Unit. For a period of one year following the closing of the sale of a Unit or a Garage Unit by the Developer, the Developer will assume the full cost of labor and materials for any necessary repair or replacement of structural or mechanical elements pertaining to that Unit and Garage Unit, occasioned or necessitated by a defect in material or workmanship.

Section 17.04 Assignment of Warranties. In the case of ranges, refrigerators, air conditioners, furnaces, electric garage door openers, hot water heaters and other appliances installed and furnished as part of the Unit by the Developer, the Developer shall, when permitted by the manufacturer, assign to the purchaser all express and implied warranties of the manufacturer. Such assignment will satisfy the Developer's warranty obligation for these appliances, except that Developer shall continue to warrant installation. Copies of all warranties given by manufacturers or builders will be kept on file in binders at the Association office and will be open for inspection by Unit Owners and prospective purchasers.

All warranties made to the Developer that exceed the time period specified herein with respect to any part of the Units or Common Areas and Facilities shall be assigned to the purchaser.

Section 17.05 Limitations.

(a) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Developer's cost, property damaged by reason of the breach of the Developer of any warranty given to the purchasers.

(b) No responsibility is assumed for consequential or incidental damages, except to the extent, if any, not permitted to be excluded or limited by law.

(c) THE WARRANTIES CONTAINED IN THIS ARTICLE XVII AND THE WARRANTIES CONTAINED IN THE PURCHASE CONTRACT, IF ANY, ARE THE ONLY WARRANTIES GIVEN BY DEVELOPER TO PURCHASERS (EXCEPT WARRANTIES WITH RESPECT TO TITLE), AND DEVELOPER SPECIFICALLY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XVIII

Service of Process

Section 18.01 Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association shall be Jonathon O. Nerenberg, Esq., 246 High Street, Hamilton, Butler County, Ohio 45011, or such agent's duly appointed successor. Thereafter, the

President of the Association shall be the person designated to receive service of process for the Association and such designation shall be further evidenced by the filing with the Secretary of State of the appropriate form for the appointment of an agent of an Ohio corporation not for profit.

ARTICLE XIX

Termination or Abandonment of Condominium

The Condominium may be terminated or abandoned in the following manner in addition to the manner provided by the Condominium Act, ORC Chapter 5311:

Section 19.01 Agreement. The Condominium may be terminated at any time by approval in writing by all record owners of all Units and by all record holders of mortgages on all Units.

Section 19.02 Certificate. The termination of the Condominium shall be evidenced by a certificate of the Board of Trustees executed by its President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Butler County, Ohio.

Section 19.03 Interests of Unit Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common with undivided interests, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided interests of the Unit Owners shall be the same as the undivided interests in the Common Areas appurtenant to the Units prior to the termination.

Section 19.04 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record holders of mortgages upon the Units.

ARTICLE XX

Miscellaneous Provisions

Section 20.01 Covenants Running with the Land. All of the language, statements, words, paragraphs, sections and articles of this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements; and all of said covenants, conditions, restrictions and easements shall run with the land and bind the land, and shall be binding upon and inure to the benefit of any part and all of said land, and all present and future parties having any right, title or interest in or to all or part

of said land and their respective heirs, executors, administrators, successors, and assigns forever.

Section 20.02 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair, affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 20.03 Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated, waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 20.04 Enforcement of Provisions. In addition to any other remedies provided in this Declaration, the Association, Declarant, or any Unit Owner shall have the right to enforce by any proceedings at law or in equity, all restrictions, covenants, conditions, easements, reservation, liens, fines and charges now or hereafter imposed by or through the provisions of this Declaration, the Association, Articles of Incorporation, By-laws or any rules or regulations promulgated by the Association, or as provided by the ORC Section 5311.19.

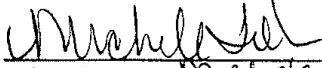
Section 20.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the establishment of and the operation of a first-class condominium development. The provisions of the Declaration are made under the authorization of ORC Chapter 5311. In case of any conflict between ORC Chapter 5311 and the Declaration, ORC Chapter 5311 shall control. In case of any conflict between the Declaration and the By-laws, the Declaration shall control. Nothing herein shall be construed by implication to omit any of the rights, powers and authorities granted by the provisions of ORC Chapter 5311 to the extent such grant is mandatory under said Chapter.


Section 20.06 Counterparts. This Declaration may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

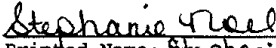
IN WITNESS WHEREOF, the Declarant, Wetherington II Builders, Inc., an Ohio corporation, owner in fee simple of the Condominium Property, has caused its name to be hereunto subscribed by its president this 3RD day of JANUARY, 2000.

Signed and Acknowledged
in the presence of:

WETHERINGTON II BUILDERS,
INC., an Ohio corporation


Printed Name: Michele Trocher

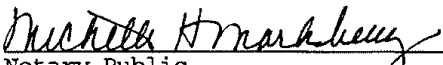
By: 
A. William Erpenbeck, Jr.
President


Printed Name: Stephanie Noel

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF KENTON)

Before me, a Notary Public in and for said County and State, personally appeared A. William Erpenbeck, Jr., President of Wetherington II Builders, Inc., an Ohio corporation, who acknowledges the signing and execution of said instrument to be his free act and deed as such officer of the corporation, for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the 3RD day of JANUARY, 2000.


Notary Public
MICHELLE HOFFLER MARKSBERRY
NOTARY PUBLIC, KENTUCKY STATE AT LARGE
MY COMMISSION EXPIRES JUNE 6, 2002

This instrument prepared by: Michael A. Ruh, Jr.
Attorney-at-law
STRAUSS & TROY
The Federal Reserve Building
150 East Fourth Street
Cincinnati, Ohio 45202-4018
(513) 621-2120

264420_4.DOC

CONSENT OF MORTGAGEE
(Firststar Bank Signature Page)

At the time the foregoing Declaration is being recorded, the undersigned mortgagee Firststar Bank, N.A. (f/k/a/ Star Bank, N.A.) ("Firststar Bank") has as mortgage lien on certain real property which includes the Condominium Property (as legally described on Exhibit B to the Declaration) and the Additional Property; the mortgage is recorded in Mortgage Book 6274, Page 1677, of the Butler County, Ohio Recorder's Office ("Original Mortgage"). The Original Mortgage was amended by a certain First Amendment To Open-End Mortgage of Real Property, Security Agreement of Personal Property and Assignment of Rents and Leases and First Amendment To Assignment of Rents and Leases from the Developer to Firststar Bank, N.A. (f/k/a Star Bank, N.A.) recorded in Book 6412, Page 531 of the Butler County, Ohio Recorder's Office (the "First Amendment"). Firststar Bank hereby consents to the recording of this Declaration, the corresponding creation of the Condominium and Association contemplated therein, and the future amendment by Declarant of the Declaration in order to create subsequent Condominium phases from the Additional Property to become part of the Condominium Property. All capitalized terms used above shall have the same meanings as are set forth in the Declaration, as amended from time to time.

Signed and Acknowledged
in the presence of:

FIRSTSTAR BANK, N.A.

Annette M Higgins
Printed Name: ANNETTE M HIGGINS
Vanessa P. Williams
Printed Name: VANESSA P. WILLIAMS

Daniel R. Groneck
Printed Name: Daniel R. Groneck
Title: Vice Pres

STATE OF OHIO)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Daniel R Groneck, as VP on behalf of Firststar Bank, N.A., who acknowledges the signing and execution of said instrument to be his free act and deed as such officer of the corporation, for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the 4th day of JANUARY, 2000.

ANNETTE M. HIGGINS
Notary Public, State of Ohio
My Commission Expires June 11, 2002

Annette M Higgins
Notary Public

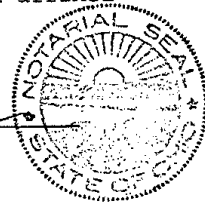
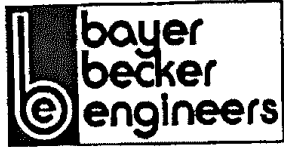


EXHIBIT A

[Legal Description - Entire property
(i.e., Condominium Property and Additional Property)]

- Attached -



engineers
planners
architects
surveyors

6900 Tylersville Road, Suite A
Mason, Ohio 45040
p. 513.336.6600
f. 513.336.9365
mason@bayerbecker.com

January 12, 2000

DESCRIPTION:

11.896 Acre Tract

LOCATION:

Wetherington
Union Township

Situated in Section 18, Town 3, Range 2, Union Township, Butler County, Ohio and being a 11.896 acre tract further described as follows;

Begin at a point found by measuring from an existing iron pin at the most northwesterly corner of Lot 348, of Wetherington, Section Ten, as recorded in Plat Envelope 2533, Page A-C of the Butler County Recorder's Office; said point also being on the northerly line of said section; thence South 82°19'39" East, 753.61 feet; thence South 11°53'08" East, 48.06 feet to a point on the southerly right-of-way of Tylers Place Boulevard; thence with said right-of-way South 76°07'31" East, 66.62 feet to an existing 5/8" iron pin, said point also being the true point of beginning;

thence	from the point of beginning thus found, and continuing along said right-of-way the following four courses: South 76°07'31" East, 1.00 foot;
thence	on a curve to the right, having a radius of 680.00 feet, an arc length of 1088.04 feet (chord = South 30°17'13" East, 975.63 feet);
thence	South 15°33'05" West, 725.88 feet;
thence	On a curve to the right having a radius of 560.00 feet, an arc length of 106.80 feet (chord = South 21°00'54" West, 106.64 feet) to an existing 5/8" iron pin;
thence	Departing said right-of-way, North 84°34'06" West, 57.63 feet;
thence	On a curve to the left, having a radius of 65.00 feet, an arc length of 186.83 feet (chord = North 13°05'21" East, 128.84 feet) to an existing 5/8" iron pin;
thence	North 69°15'11" West, 235.63 feet to an existing 5/8" iron pin;
thence	North 09°26'36" East, 611.93 feet to an existing 5/8" iron pin;
thence	North 11°53'08" West, 317.87 feet to an existing 5/8" iron pin;
thence	North 78°06'52" East, 60.00 feet to an existing 5/8" iron pin;
thence	North 11°53'08" West, 511.05 feet to the point of beginning containing 11.896 acres of land subject to all easements and rights-of-way of record.

11.896 Acre Tract
Wetherington
Union Township
January 12, 2000
Page 2

The above description was prepared from a survey made by Jeffrey O. Lambert,
Registered Surveyor #7568 in the State of Ohio, January 12, 2000.

The plat of which is recorded in Volume 38, Page 166, of the Butler County
Engineer's Records.

Prior instrument reference: Deed Book _____, Page _____.

engineers planners surveyors



865 lila avenue
milford, oh 45150
(513) 248-8311
fax (513) 248-8314

March 8, 1996

DESCRIPTION: 3.923 Acre Parcel
Parcel 16

LOCATION: Wetherington
Union Township

Situated in Section 18, Town 3, Range 2, Union Township, Butler County, Ohio and being a 3.923 acre parcel of land being further described as follows:

Begin at a point found by measuring from an existing iron pin at the most northwesterly corner of lot 348, of Wetherington, Section Ten, as recorded in Plat Envelope 2533, pages A-C of the Butler County Recorder's Office; said point also being on the northerly line of said section South 82°19'39" East, 979.61 feet to a point on the northerly right-of-way of Tylers Place Boulevard, said point also being the true point of beginning;

thence from the point of beginning thus found, South 82°19'39" East, 650.83 feet to an existing iron pin, said iron pin being on the westerly right-of-way of Interstate 75;
thence with said right-of-way, on a curve to the right, having a radius of 12087.67 feet, an arc length of 917.06 feet, (Chord = South 12°52'31" West, 916.84 feet);
thence departing said right-of-way, North 79°00'33" West, 41.87 feet to a point on the easterly right-of-way of Tylers Place Boulevard;
thence along said right-of-way the following 2 courses:
thence North 15°33'05" East, 78.59 feet;
thence with a curve to the left, having a radius of 760.00 feet, an arc length of 1079.13 feet, (Chord = North 25°07'33" West, 990.73 feet) to the point of beginning containing 3.923 acres of land being subject to all easements and rights-of-way of record.

700 Nilles Road
Cincinnati, OH 45214

14 E. Eighth Street
Cincinnati, OH 45201

865 Lila Avenue
Milford, OH 45150

1230 Bellevue Drive
Lawrenceburg, IN 47005

3.923 Acre Parcel
March 8, 1996
Page 2

The above description was prepared from a survey made by Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, March 8, 1996.

The plat of which is recorded in Volume _____, Page _____, of the Butler County Engineer's Records.

Prior instrument reference: Deed Book _____, Page _____.

engineers planners surveyors



865 lila avenue
 milford, oh 45150
 (513) 248-8311
 fax (513) 248-8314

March 8, 1996

DESCRIPTION: 0.581 Acre Parcel
 Part of Parcel 16

LOCATION: Wetherington
 Union Township

Situated in Section 18, Town 3, Range 2, Union Township, Butler County, Ohio and being a 0.581 acre parcel of land being further described as follows:

Begin at a point found by measuring from the most northwest corner of lot 348, Wetherington, Section Ten, as recorded in Plat Envelope 2533, pages A-C of Butler County Recorder's Office; said point also being on the northerly line of said section; South 82°19'39" East, 1630.44 feet to an existing iron pin, said iron pin being on the westerly right-of-way of Interstate 75; thence with said right-of-way on a curve to the right having a radius of 12087.67 feet, an arc length of 917.06 feet, (Chord = South 12°52'31" West, 916.84 feet) to the true point of beginning;

thence from the point of beginning thus found and continuing along said right-of-way the following 2 courses: with a curve to the right, having a radius of 12087.67 feet, an arc length of 448.28 feet, (Chord = South 16°06'40" West, 448.25 feet);
 thence South 21°00'59" West, 292.08 feet;
 thence departing said right-of-way, North 84°34'06" West, 16.33 feet to a point in the easterly right-of-way of Tylers Place Boulevard;
 thence with said right-of-way the following 2 courses: with a curve to the left, having a radius of 640.00 feet, an arc length of 91.54 feet, (Chord = North 19°38'56" East, 91.46 feet);
 thence North 15°33'05" East, 647.29 feet;
 thence departing said right-of-way, South 79°00'33" East, 41.87 feet to the point of beginning containing 0.581 acres of land being subject to all easements and rights-of-way of record.

700 Nilles Road

14 E. Eighth Street

865 Lila Avenue

1230 Bellevue Drive

Butler County, Ohio 45150

Butler County, Ohio 45150

Butler County, Ohio 45150

Butler County, Ohio 45150

0.581 Acre Parcel
March 8, 1996
Page 2

The above description was prepared from a survey made by Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, March 8, 1996.

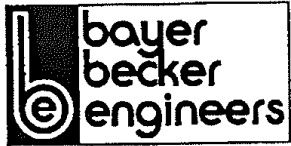
The plat of which is recorded in Volume _____, Page _____, of the Butler County Engineer's Records.

Prior instrument reference: Deed Book _____, Page _____.

EXHIBIT B

(Legal Description - Phase 1)

- Attached -



engineers
planners
architects
surveyors

VOL 6441 PAGE 1018

6900 Tylersville Road, Suite A
Mason, Ohio 45040
p. 513.336.6600
f. 513.336.9365
mason@bayerbecker.com

December 21, 1999

DESCRIPTION:

6.493 Acre Parcel
Phase I

LOCATION:

The Lofts at Wetherington
Union Township

Situated in Section 18, Town 3, Range 2, Union Township, Butler County, Ohio and being a 6.493 acre parcel of land being further described as follows:

Begin at a point found by measuring from an existing iron pin at the most northwesterly corner of lot 348, of Wetherington, Section Ten, as recorded in Plat Envelope 2533, Pages A-C of the Butler County Recorder's Office; said point also being on the northerly line of said section, South 82°19'39" East, 753.61 feet; thence South 11°53'08" East, 48.06 feet to a point on the southerly right-of-way of Tylers Place Boulevard; thence with said right-of-way South 76°07'31" East, 66.62 feet; thence South 11°53'08" East, 511.05 feet to an existing 5/8" iron pin, thence South 78°06'52" West, 60.00 feet to an existing 5/8" iron pin, thence South 11°53'08" East, 306.53 feet to the point of beginning;

thence from the true point of beginning thus found, North 77°19'50" East, 253.29 feet;
thence North 12°40'10" West, 163.40 feet;
thence North 82°33'52" East, 192.86 feet to a point on the westerly right-of-way of Tylers Place Boulevard;
thence along said right-of-way the following three courses: on a curve to the right having a radius of 680.00 feet, an arc length of 272.73 feet (chord = South 04°03'41" West, 270.91 feet);
thence South 15°33'05" West, 725.88 feet;
thence on a curve to the right having a radius of 560.00 feet, an arc length of 106.80 feet (chord = South 21°00'54" West, 106.64 feet);
thence departing said right-of-way, North 84°34'06" West, 57.63 feet;
thence on a curve to the left, having a radius of 65.00 feet, an arc length of 186.83 feet (chord = North 13°05'21" East, 128.84 feet);
thence North 69°15'11" West, 235.63 feet;
thence North 09°26'36" East, 611.93 feet;
thence North 11°53'08" West, 11.34 feet to the point of beginning containing 6.493 acres of land subject to all easements and rights-of-way of record.

O:\WLEGAL\99c53649.doc

700 Nilles Road
Fairfield, OH—45014

14 E. Eighth Street
Covington, KY—41011

6900 Tylersville Rd., Suite A
Mason, OH—45040

1230 Belleview Drive
Lawrenceburg, IN—47025

EXHIBIT CThe Lofts at Wetherington Condominium
(Phase 1)

<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Square Footage*</u>	<u>Percentage Interest In Common Areas**</u>
1A	A	960	2.08349%
1B	A	960	2.08333%
1C	B	1096	2.08333%
1D	B	1096	2.08333%
1E	A	960	2.08333%
1F	A	960	2.08333%
1G	B	1096	2.08333%
1H	B	1096	2.08333%
2A	A	960	2.08333%
2B	A	960	2.08333%
2C	B	1096	2.08333%
2D	B	1096	2.08333%
2E	A	960	2.08333%
2F	A	960	2.08333%
2G	B	1096	2.08333%
2H	B	1096	2.08333%
3A	A	960	2.08333%
3B	A	960	2.08333%
3C	B	1096	2.08333%
3D	B	1096	2.08333%
3E	A	960	2.08333%
3F	A	960	2.08333%
3G	B	1096	2.83333%
3H	B	1096	2.83333%
4A	A	960	2.08333%
4B	A	960	2.08333%
4C	B	1096	2.08333%
4D	B	1096	2.08333%
4E	A	960	2.08333%
4F	A	960	2.08333%
4G	B	1096	2.08333%
4H	B	1096	2.08333%
5A	A	960	2.08333%
5B	A	960	2.08333%
5C	B	1096	2.08333%
5D	B	1096	2.08333%
5E	A	960	2.08333%
5F	A	960	2.08333%
5G	B	1096	2.08333%
5H	B	1096	2.08333%

6A	A	960	2.08333%
6B	A	960	2.08333%
6C	B	1096	2.08333%
6D	B	1096	2.08333%
6E	A	960	2.08333%
6F	A	960	2.08333%
6G	B	1096	2.08333%
6H	B	1096	2.08333%
TOTAL			<u>100%</u> ***

*The actual square footage may be adjusted in accordance with field measurements made once the units are completed. The above areas have been calculated without reference to the inclusion of any garages.

**Pursuant to Section 2.07 of the Declaration, said percentage interests for each Unit were calculated as follows:

$$\frac{\text{Par Value of Unit}}{\text{Total of Par Values for all Units in Condominium}} = \frac{1}{48} = 2.08333\%$$

***Solely for the purpose of conforming with the legal requirement that the total of all interests must equal exactly 100%, the Declarant reserves the right to adjust the percentage interest of one (1) Unit, in a de minimus amount, to the extent necessary to assure that the total of all Units' interests equal 100%. By their acceptance of a deed to a Unit, all Unit Owners agree to the foregoing; provided, however, that the relative voting power and liability for assessments and expenses shall continue to be equal for all Unit Owners.

EXHIBIT C-1

(Existing and Newly Created Garage Units)

<u>GARAGE UNIT NO.</u>	<u>TOTAL GARAGE UNITS</u>
1A	
1B	
1C	
1D	
1E	
1F	
2A	
2B	
2C	
2D	
2E	
2F	
3A	
3B	
3C	
3D	
3E	
3F	
4A	
4B	
4C	
4D	
4E	
4F	
5A	
5B	
5C	
5D	
5E	
5F	
6A	
6B	
6C	
6D	
Total	<u>34 Garage Units</u>

EXHIBIT D

(Drawings)

See drawings as filed in the plat records of the Butler County, Ohio Recorder's Office, as amended from time to time, which are incorporated herein by this reference as if actually attached to this Declaration.

EXHIBIT E

(By-Laws)

BY-LAWS OF
THE LOFTS AT WETHERINGTON CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.
