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PEPPERRIDGE OF WILDWOOD CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP

I hereby certify that copies of the within Declaration, together with the drawings and Bylaws attached as Exhibits thereto, have been filed in the Office of the County Auditor, Butler County, Ohio.

Date: 8-26, 1983

Butler County Auditor

By *Dawn Hole*
Deputy

TRANSFERRED

AUG 26 1983

J. A. ELLTON, AUDITOR

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JUL 26 1983
BUTLER COUNTY, OHIO

This instrument prepared by

ROBERT M. CURRY, ESQ.
SMITH & SCHNACKE
A LEGAL PROFESSIONAL ASSOCIATION
2000 COURTHOUSE PLAZA, N.E.
DAYTON, OHIO 45402

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
PEPPERRIDGE OF WILDWOOD CONDOMINIUM

Certificate of Partnership
filed in accordance with
Sec. 1777.02 ORC
Joyce B. Thall
Recorder
Butler County, O.

THIS DECLARATION OF CONDOMINIUM OWNERSHIP is made this 15th day of AUGUST, 1983, by PEPPERRIDGE OF WILDWOOD ASSOCIATES, an Ohio partnership ("Declarant"), whose address is c/o Towne Building Group, Inc., 1055 St. Paul's Place, Cincinnati, Ohio 45402, under the following circumstances:

RECITALS:

1. Declarant is the owner in fee simple of the real property described in Exhibit A-1 attached to this Declaration (the "Property"); and
2. Declarant either now owns or may subsequently acquire title to all or part of the property described in Exhibit A-2 attached to this Declaration (the "Additional Property"); and
3. It is the desire and intention of Declarant to enable the Property, together with all buildings, structures, improvements and other permanent fixtures of all kinds situated thereon, and all privileges belonging or pertaining thereto, including, without limitation, all easements now or hereafter benefiting the Property (collectively the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit such property to the provisions of Chapter 5311, Ohio Revised Code; and
4. Declarant or its successors and assigns may desire for all or some part of the Additional Property together with all buildings, structures, improvements and other permanent fixtures that may be constructed thereon and all privileges belonging or pertaining thereto, including, without limitation thereto, all easements now or hereafter benefiting all or some part of the Additional Property, to be owned pursuant to the type of ownership known as Condominium and to submit such property to the provisions of Chapter 5311, Ohio Revised Code, in which event the term "Condominium Property" shall include all such property; and
5. Declarant further desires to establish for the mutual benefit of Declarant and all present and future owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as "PepperRidge of Wildwood Condominium," certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial

restrictions and obligations with respect to the use, conduct and maintenance of the Condominium Property; and

6. Declarant desires and intends that Declarant and the several owners, mortgagees, occupants and other persons now holding or hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, reservations, easements, privileges and restrictions set forth in this Declaration, in the drawings attached as Exhibits B-1 through B-5 and made a part hereof, and in the Bylaws of the PepperRidge of Wildwood Condominium Owners' Association (the "Association") attached as Exhibit C and made a part hereof (the "Bylaws"), all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property;

NOW, THEREFORE, Declarant hereby makes the following Declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, all other owners and mortgagees of the Condominium Property who have joined in this Declaration and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, lessees, heirs, executors, administrators, devisees, mortgagees, successors and assigns:

ARTICLE I

Establishment of Condominium Ownership and Division of Condominium Property

1.1 Submission of Condominium Property to Chapter 5311, Ohio Revised Code. Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code. The Condominium Property presently has five (5) buildings, enumerated as Buildings A, B, C, D and E on the drawings attached hereto as Exhibit B, containing a total of twenty-four (24) residential units. The buildings are constructed principally of poured concrete foundations, wood, brick, glass, cedar siding, dry-wall, lumber, plywood, and asphalt shingles. The twenty-four (24) residential units are hereby divided into twenty-four (24) separately designated and legally described freehold estates, hereinafter

called "Units." Buildings A, B and C each contain 4 Units; Buildings D and E each contain 6 Units. Units A-1, A-4, B-1, B-4, C-1, C-4, D-1, D-6, E-1 and E-6 are "Normandy" models (2 level villas, including basement, with 2 bedrooms and 1 bath), Units A-2, A-3, B-2, B-3, C-2, C-3, D-2, D-3, E-2 and E-3 are "Bradford" models (3-level townhouses, including basement, with 2 bedrooms and 1 1/2 baths), and Units D-4, D-5, E-4 and E-5 are "Whitfield" models (3-level townhouses, including basement, with 3 bedrooms and 1 1/2 baths). The balance of the Condominium Property including, without limitation, land, buildings, foundations, roofs, walls, common utility facilities, easements, sidewalks, roadways, community and recreational rights and facilities, parking areas and open space, consists of one freehold estate, hereinafter described and referred to as the "Common Areas and Facilities." A more detailed division of the "Units" from the "Common Areas and Facilities" is set forth in Sections 1.2 and 1.3 below.

The locations, together with the particulars of the buildings, and the layout, location, designation, dimensions, area and number of rooms of the Units and the Common Areas and Facilities are shown graphically on the set of drawings attached hereto, marked Exhibits B-1 through B-5 and made a part hereof. The drawings were prepared by and bear the certified statement of Carl G. Hartman and Melvin N. Hartman, registered engineer and registered surveyor, as required by Section 5311.07, Ohio Revised Code. The separate drawings comprising the set are hereinafter referred to by reference to the exhibit page designations thereon. These drawings may be amended pursuant to the provisions of Article X hereof when and if all or part of the Additional Property together with any improvements thereon are added to the Condominium Property.

1.2 Units. Each of the Units herein declared and established as a freehold estate shall consist of all the space bounded by the underside of the finished surface and the top side of any unfinished surface of the lowest levels of the Unit, the unfinished interior surface of the perimeter walls and the bottom side of the unfinished interior surface of the ceiling of the top floor of the Unit with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to each such Unit with the dimensions, layouts and descriptions of each such Unit being shown on the drawings attached hereto as Exhibits B-1 through B-5, and including, without limitation:

1.2.1 The finished surfaces, including paint, lacquer, varnish, wallpaper, tile, panelling, carpeting and any other finishing material(s) or items applied to the interior surface of the perimeter walls, interior walls, floors and ceilings.

1.2.2 All windows, including sky lights, window sashes, window frames, glass, and interior and exterior window trim and moulding; all doors including door frames in the interior and perimeter wall and doorsills together with all glass therein; all parts of any sliding glass doors and of any dual glaze window glass or other multi-thickness glass; and the space occupied by all of the foregoing items in this Paragraph 1.2.2.

1.2.3 All fixtures, including, without limitation, built-in bathroom cabinets and kitchen cabinets, smoke detectors, built-in fireplaces, built-in appliances, refrigerators, ranges, utility and service lines, mechanical, electrical, plumbing and all other equipment and systems installed for the sole and exclusive use of the Unit and lying within the bounds of the Unit as defined herein, and all heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit and located within or outside the bounds of the Unit as defined herein.

1.2.4 The space within all fixtures located within the bounds of a Unit and the space occupied by the fixtures themselves.

1.2.5 All unenclosed space if any, within or occupied by structural parts of the buildings which may project into the Unit, as defined above, from the unfinished perimeter of the lowest level of the Unit to the unfinished ceiling level of the top floor of the Unit and including, by way of illustration but not by way of limitation, the space within built-in cabinets, if any.

1.2.6 All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the buildings and by utility pipes, wires and conduits; but excepting therefrom the supporting walls, fixtures and other parts of the buildings that are located within the boundaries of any Unit(s) and are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property, including without limitation all structural portions of the buildings and all utility pipes, wires and conduits (except for those referred to in Paragraph 1.2.3 above) lying within the bounds of the Unit as above defined.

1.3 Common Areas and Facilities.

1.3.1 Description of Common Areas and Facilities.

The entire balance of the land and improvements thereon, and rights appurtenant thereto including, but not limited to, all easements now or hereafter benefiting such land, buildings, foundations, roofs, roof truss space, main and supporting walls, columns, girders, beams, parking areas, driveways, pumps, trees, lawns, fences, gardens, landscaping and other natural features, all community and recreational facilities, garages and carports (if any), pavement, sidewalks, and all water supply, utility, sewer, mechanical, electrical, plumbing, service and other types of equipment, systems, lines, pipes, wires and conduits (except those which are a part of any Unit referred to in Section 1.2 above), now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities. At the date of execution of this Declaration, there are no garages, carports or community and recreational facilities within the Condominium Property. However, Declarant has agreed that it will construct a small swimming pool and shelter-type building which will later be added to and become part of the Common Areas and Facilities of the Condominium. In addition, Unit owners (or occupants) are required to become members of Wildwood Recreational Association and are eligible for membership in Wildwood Country Club. The facilities of the Wildwood Recreational Association include a one-third acre swimming pool, lighted tennis courts, biking and jogging trails, a clubhouse and a pub, all located in the Villages of Wildwood, near the Condominium Property. If any Unit owner or occupant fails to pay the monthly fees for such membership in Wildwood Recreational Association, the Association may pay the fees and assess the Unit owner as part of the condominium assessments under this Declaration. The Association may also elect to pay the Wildwood Recreational Association fees on behalf of all Unit owners, in which event the fees advanced by the Association shall be added to the condominium assessments otherwise payable by Unit owners to the Association in accordance with this Declaration and the Bylaws. The right of Unit owners and occupants to join Wildwood Country Club, a 9-hole golf course, is also available on a voluntary basis, subject to payment of the Country Club's dues and fees.

1.3.2 Limited Common Areas and Facilities.

Included in the Common Areas and Facilities, but restricted to the use of the owners of the Units to which such areas and facilities are adjacent and appurtenant and to the use of the heirs and assigns of such owners are the

following items which shall be known as Limited Common Areas and Facilities: all patio and deck areas and front door entrance areas. The Units do not presently include exclusive parking spaces as part of their Common Areas and Facilities. However, Declarant reserves the right to designate exclusive parking spaces as Limited Common Areas and Facilities in subsequent phases of the Condominium. In addition, assigned parking spaces may be designated at a future date pursuant to rules and regulations adopted by the Board of Managers of the Association (the "Board of Managers") from time to time (the "Rules and Regulations"). All electrical fixtures, utility pipes and lines, wires, conduits, ducts, faucets, shower heads, plugs, connections or fixtures, as defined by the laws of the State of Ohio, and all replacements thereof which are a part of or are located in the Common Areas and Facilities but which are entirely for the benefit of or to serve one Unit shall also be Limited Common Areas and Facilities reserved for the exclusive use of the Unit which they serve. Upon amendment of this Declaration to add Units pursuant to Article X hereof, Declarant may designate additional Limited Common Areas and Facilities for the exclusive use of the added Units, which may include garages, carports, assigned parking spaces or other amenities different in kind from the Limited Common Areas and Facilities of the Units initially declared as part of the Condominium Property. Unless otherwise provided by the Association, the care, maintenance, repair and replacement of all or any portion of all such items or fixtures described in this Section 1.3.2 shall be the responsibility of the owner of the Unit served thereby.

1.3.3 Ownership and Use of Common Areas and Facilities. Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners and, except as otherwise limited in this Declaration, in the Bylaws and in the Rules and Regulations, shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his or her Unit as a place of residence. Each owner of a Unit shall have the right to all other incident uses permitted by this Declaration, the Bylaws and the Rules and Regulations including the nonexclusive easement, together with other Unit owners, to the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with each Unit. The extent of such ownership in the Common Areas and Facilities is hereby deemed to be, and expressed by, the percentage amount hereinafter set forth. Such percentage amount shall be equal to the proportion that

the square footage of the Unit, as hereinafter established, bears to the total square footage of all of the Units, with some rounding of decimals in order that the total will equal exactly 100%. The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to Article X of this Declaration or by an amendment to this Declaration unanimously approved by all Unit owners affected by such change. Until amended in one of the ways provided in the immediately preceding sentence, the percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit and for the division of common surplus and expenses as hereinafter described in Section 5.2 of this Declaration, shall be as follows:

<u>Unit No.</u>	<u>Percentage of Interest in Common Areas and Facilities and Percentage Interest in Common Surplus and Expenses</u>	<u>Square Footage</u>
A-1	4.527%	1649 ✓
A-2	3.678%	1340
A-3	3.700%	1348
A-4	4.527%	1649 ✓
B-1	4.527%	1649 ✓
B-2	3.678%	1340
B-3	3.700%	1348
B-4	4.527%	1649 ✓
C-1	4.527%	1649 ✓
C-2	3.678%	1340
C-3	3.700%	1348
C-4	4.527%	1649 ✓
D-1	4.527%	1649 ✓
D-2	3.700%	1348
D-3	3.678%	1340
D-4	4.409%	1606
D-5	4.472%	1629
D-6	4.527%	1649 ✓
E-1	4.566%	1663 ✓
E-2	3.700%	1348
E-3	3.678%	1340
E-4	4.472%	1629
E-5	4.409%	1606
E-6	4.566%	1663 ✓
<u>24 Units</u>	<u>100.000%</u>	<u>36,428</u> square feet

1.3.4 Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from

its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners. No Unit may be partitioned or subdivided without the prior written consent of the first mortgagee of such Unit.

1.3.5 Regulation of Use of and Management of Common Areas and Facilities.

1.3.5.1 Regulation by Association. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations or in any way that will adversely affect or cause any reduction in value of any other property owned by Declarant. Without in any manner intending to limit the generality of any other provisions of the Declaration or the Bylaws, the Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted lessees, guests, invitees, servants, heirs and assigns, as well as to provide for the exclusive use by a Unit owner, members of his or her family, permitted lessees, invitees, servants, his or her guests, and his or her heirs and assigns of Limited Common Areas and Facilities. Such exclusive use may be conditioned upon, among other things, the payment by the Unit owner of such assessments as may be established by the Association for the purpose of defraying costs thereof. Subject to the provisions of the Declaration, the Bylaws and the Rules and Regulations, all owners may use the Common Areas and Facilities in such manner as will not restrict, interfere, or impede with the use thereof by the other owners.

1.3.5.2 Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, maintenance, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association's repair obligations shall include ordinary maintenance and repair of the roads and drives located on the Condominium Property. The Association shall not otherwise be responsible for assuring that the roads and drives may be dedicated to the public; rather, for a period of 7 years after the date of this Declaration, such responsibility

shall be borne by Declarant if such dedication shall be required by public authorities during such period.

The Association may fulfill its administrative responsibilities for the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities by entering into a management contract with the Declarant or with a competent professional management company (the "Manager").

Any management contract shall include a provision which provides that unless the management contract is renewed or extended by the Association, the current Manager's employment shall continue for a term of not more than one year beyond the date when the Declarant is required by the provisions of the Bylaws to relinquish control of the Board of Managers. Such contract shall be terminable without cause and without penalty by the Association at any time after such control turnover date upon not more than 90 days prior written notice by the Association to the Manager.

If professional management has been required by any Eligible Mortgagee (as that term is defined in Section 8.1.2 of the Bylaws) or by an insurer or guarantor of an Eligible Mortgagee's mortgage ("Eligible Mortgage"), the Association may not assume self-management without the prior consent of Unit owners holding not less than 67% of the total voting power in the Association and of Eligible Mortgagees holding first mortgages on Units having not less than 51% of the total voting power of all Units on which an Eligible Mortgage exists ("Required Eligible Mortgagee Vote").

ARTICLE II

General Provisions as to Units and Common Areas and Facilities

2.1 Maintenance of Units.

2.1.1 By the Association. Without limiting its obligations under Section 1.3.5.2, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit and of the Limited Common Areas and Facilities which contribute to the support of the buildings and other structures, excluding, however, the surfaces of interior walls and

the interior surfaces of ceilings and floors. The Association shall maintain, repair and replace all fire walls. In addition, the Association shall be responsible for all maintenance, repair and painting of the exterior of all buildings, doors, window and door trim and other improvements which are a part of the Condominium Property, except glass which is a part of a Unit. The Association shall also maintain, repair and replace all conduits, ducts, utility pipes, plumbing, wiring and other facilities that are a part of or located in, or for the furnishing of utility services to, the Common Areas and Facilities and which are not Limited Common Areas and Facilities reserved for the exclusive use of a single Unit.

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

2.1.2.1 To maintain, keep in good order, repair and replace at his or her expense all portions of his or her Unit, including glass, except as provided above in Section 2.1.1 hereof, and all internal and external installations of such Unit such as appliances, smoke detectors, sky lights, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and serving only his or her Unit.

2.1.2.2 To maintain and repair all Limited Common Areas and Facilities reserved for the exclusive use of his or her Unit including, without limitation thereto, all porches and patios; front door entrance areas; parking spaces, carports and garages (if applicable); and all decks and all other associated structures and fixtures which are appurtenances to his or her Unit; excluding, however, the structural, exterior and other painting, maintenance and repair to be done by the Association pursuant to Section 2.1.1 hereof and the other provisions of the Declaration. The foregoing responsibilities of each Unit owner include, without limitation thereto, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances except said excluded items.

2.1.2.3 To perform his or her responsibilities in such manner so as not to unreasonably disturb other members of the Association.

2.1.2.4 Not to paint or otherwise decorate or change the appearance of any doors, windows, door

or window trim or of any portion of the buildings or other improvements not within the walls of the Unit, unless the prior written consent of the Association is obtained.

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

2.1.2.6 Not to make any alterations in the portions of the Unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings, including, without limitation thereto, any repair to or alteration of any fire walls without first obtaining the written consent of the Association. No Unit owner shall impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

2.1.3 No Personal Liability of Managers and Officers. Nothing contained in this Declaration, the Bylaws of the Association, or in any Rules and Regulations enacted pursuant thereto, shall be construed so as to impose a personal liability upon any member of the Board of Managers, or any officer of the Association, in their capacities as such Board member or officer for the maintenance, repair and/or replacement of any Unit or of any part of the Common Areas and Facilities or give rise to a cause of action against any of them. None of the Board members or officers shall be liable in their capacities as such Board members or officers for damages of any kind other than damages from their own willful misconduct or bad faith.

2.2 Repairs to Common Areas and Facilities
Necessitated by Unit Owner's Acts. Each Unit owner agrees to repair and/or replace at his or her expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his or her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, licensee, family member or guest of such owner.

2.3 Construction Defects. The obligation of the Association and of the Unit owner to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent

defects in material or workmanship in the construction of the Condominium Property.

2.4 Effect of Insurance or Construction Guarantees.

Notwithstanding the fact that the Association and/or any Unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Unit owner in performing its or his/her obligation hereunder.

2.5 No Severance of Ownership. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her Unit ownership without including therein both his or her interest in the Unit and the corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by Unit number and reference to this Declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Areas and Facilities.

2.6 Easements.

2.6.1 Encroachments. In the event that, by reason of the construction, reconstruction, repair, settlement, shifting or movement of the buildings or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes, any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his or her Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any Unit, valid easements for the

Maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to the willful conduct of said owner.

2.6.2 Maintenance Easements. The owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the Condominium Property and/or for the maintenance, repair or servicing of any Common Areas and Facilities located within the boundaries of such owner's Unit, any portion of the Unit itself, or any portion of the Limited Common Areas and Facilities appurtenant to the owner's Unit, by such persons as the Board of Managers may designate; provided, however, that no maintenance, repair or service of any portion of a Unit shall be authorized by the Board of Managers unless, in its opinion, it is necessary for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property. Any damage or destruction of the Condominium Property resulting from the Association's utilization of such easement (including the easements set forth in Section 2.6.4) shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the Association. The owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities for the use of water, sewer, electrical and other utilities now or hereafter existing within the Common Areas and Facilities.

2.6.3 Easements for Certain Utilities. The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including, without limitation thereto, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, television cables and wires, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities, and to dedicate any roadways located within the Common Areas and Facilities for the public use; and each Unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit owner, such instruments as may be necessary to effectuate the foregoing.

2.6.4 Easements Through Walls Within Units.

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

2.6.5 Easements Reserved by Declarant.

Declarant hereby reserves the right and easement for itself, its successors and assigns, to enter upon the Condominium Property in order to install, maintain, repair, replace and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television and other utility or quasi-utility services to part or all of the Additional Property, and to enter upon the Condominium Property to the extent necessary in order to construct residential units and/or other improvements on any of the Additional Property. Declarant shall have the right to grant to any party now or hereafter having any interest in the Additional Property the right to use, maintain, repair and replace any of the items listed in the immediately preceding sentence which now or hereafter serve or are located on the Condominium Property without the consent of any party having any interest in the Condominium Property. However, any utilization of the foregoing rights and easements reserved shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

2.6.6 Easements to Run With Land.

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any owner, purchaser, mortgagee and other person now or hereafter having an interest in the Condominium Property, or any part or portion thereof. The easements created or reserved under this Section 2.6 are in addition to any other easements which affect the Condominium Property or are established pursuant to this Declaration.

2.6.7 Reference to Easements in Deeds.

Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the

easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

ARTICLE III

Unit Owners Association

3.1 Membership. Declarant shall cause (or has caused) to be formed an Ohio corporation not for profit to be called "PepperRidge of Wildwood Condominium Owners' Association" (hereinafter and hereinafter called the "Association"), which shall be responsible for the administration of the Condominium Property. Each Unit owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit owner shall be a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. Each Unit owner shall have one vote for each Unit owned by him or her, regardless of the percentage of interest in the Common Areas and Facilities appurtenant to such Unit. Similarly, except as otherwise provided by law or by the Declaration, there shall be a quorum at any meeting of Unit owners where Unit owners who hold 25% or more of the total voting power (based upon one vote per Unit) of all Unit owners in good standing are present, in person or by proxy, regardless of the percentages of interests in the Common Areas and Facilities attributable to the Unit owners counted in the quorum. The voting rights of Unit owners are set forth in greater detail in the Bylaws. The Board of Managers and officers of the Association elected or appointed as provided in the Bylaws of the Association attached hereto as Exhibit C shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided. In the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers solely in his or her capacity as an officer or a member of the Board of Managers, he or she shall be deemed to act in such capacity to the extent required to authenticate his or her acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit C.

3.2 Service of Process. The person to receive service of process for the Association until the President of

the Association is a Unit owner shall be Derek Wehman, whose address is 84 Brittany Drive, Fairfield, Ohio 45014. After a President is elected who is a Unit owner, his or her name and address (and that of each successor) shall be filed with the Secretary of the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

3.3 Right of Action. The Association and any Unit owner shall have a right of action against any other Unit owner(s), and any Unit owner shall have a right of action against the Association, for any failure to comply with the provisions of this Declaration, the Bylaws, the Articles of Incorporation, and/or the Rules and Regulations, and for any failure to comply with Association decisions made pursuant thereto.

ARTICLE IV

Covenants and Restrictions as to Use and Occupancy

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

4.1 Purpose of Property. Except as otherwise provided in this Declaration, no part of the Condominium Property shall be used for other than housing and (to the extent applicable) the common recreational purposes for which the property was designed, and each Unit shall be used only for residential purposes. No more than two persons per bedroom per Unit may occupy any Unit as a residence at any one time unless the Board of Managers grants express written permission for an exception to such requirements. To the extent permitted by law, an owner may use a portion of his or her Unit for an office or studio (other than a music studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of said owner's Unit.

4.2 Obstruction of Common Areas and Facilities. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided.

4.3 Parking. No part of the Condominium Property shall be used for parking of any trailer coaches, house trailers, mobile homes, automobile trailers, campcars, recreational vehicles, campers, boats, boat trailers, over-the-road tractors, trucks of any description, or any other similar vehicles. No inoperative vehicle or vehicle without a valid license may be parked anywhere on the Condominium Property for more than 48 hours. No covering or walling in of uncovered parking spaces by anyone other than the Declarant shall be permitted.

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

4.5 Exterior Surfaces of Buildings. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign (other than those described in Section 4.11 and directional signs or signs concerning the use of the Common Areas and Facilities), awning, canopy, shutter, radio or television antenna (or tower or other structure for sending or receiving radio or television signals) shall be affixed to or placed upon the exterior walls or roof or any part thereof, or anywhere else at the Condominium Property, without the prior written consent of the Board of Managers. Unit owners shall not cause or permit any curtains, shades or other window coverings to be hung inside or outside any windows which will show any color other than white or beige-tones on the outside without the prior written consent of the Board of Managers.

4.6 Animals and Pets. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that one (1) dog, cat, or other household pet not exceeding fifteen (15) pounds in weight may be kept in a Unit, subject to the Rules and Regulations, provided that it is not kept, bred, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon seven (7) days written notice from the Board of Managers of the Association. No dog house or other structure used or intended for the housing or keeping of animals may be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities.

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

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

4.9 Laundry or Rubbish and Open Fires in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities and the Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage or other rubbish shall be deposited only in covered, sanitary containers placed by the Association on the Common Areas and Facilities. No open fires shall be permitted on any part of the Condominium Property other than fires in charcoal grills or other similar cooking devices located within the Limited Common Areas and Facilities.

4.10 Use of Common Areas and Facilities. All use and enjoyment of all Common Areas and Facilities and Limited Common Areas and Facilities shall be in accordance with and not in violation of the provisions of this Declaration, the Bylaws and the Rules and Regulations.

4.11 Prohibited Activities. Except as otherwise provided in this Declaration or permitted by the Board of Managers, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property. No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the Condominium Property except with the consent of the Board of Managers. The right is reserved by the Declarant or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to use any such Units or other structures on the Condominium Property as models and/or offices in connection with the sale or rental of Units. In addition, the right is hereby given the Association or any mortgagee of a Unit who acquires title to such Unit, or their respective representatives, to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purpose of facilitating the disposal of Units by the mortgagee or the Association.

4.12 Alteration of Common Areas and Facilities.

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

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

4.14 Rental of Units. The owners of the respective Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in this Declaration and to the Bylaws and Rules and Regulations. However, neither a Unit owner nor any first mortgagee in possession shall lease less than an entire Unit, and the respective Units shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen. All leases of any Unit shall be in writing. All such leases shall provide that they are subject to all of the provisions of the Declaration, the Bylaws and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease.

4.15 Pass Keys. The Association reserves the right to retain a pass key to any Unit, and no lock or other device may be placed on the door of any Unit that would prevent entry by the use of such a key, except as approved by the Association.

4.16 Compliance with Covenants, Conditions and Restrictions. Every Unit owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the Bylaws of the Association and with the Rules and Regulations in relation to the use and operation of the Condominium Property. Failure to comply with any of the same shall be grounds for withdrawal by the Board of Managers of privileges with respect to the use of community and recreational facilities, if any, and/or Limited Common Areas and Facilities by any defaulting Unit owner and by his or her tenants, invitees, guests and all members of his family; an action to recover sums due or for damages; or injunctive relief, or any or all of them. Such action may be maintained by any interested party against the Declarant or any of its agents, any Unit owner, or any person entitled to occupy a Unit who refuses to comply or threatens to refuse to comply with any

provisions of this Declaration, the Bylaws, the Rules and Regulations, any management contract for the Condominium Property or any other document establishing ownership or control over any part of the Condominium Property. In any case of flagrant or repeated violation by a Unit owner, he or she may be required by the Board of Managers to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration and with the Bylaws and Rules and Regulations.

ARTICLE V

Assessments

5.1 General. Assessments for the maintenance and repair of the Common Areas and Facilities and for the insurance of the Condominium Property together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

5.2 Division of Common Surplus and Common Expenses. The proportionate share of the separate owners of the respective Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the proportion that the square footage of each Unit bears to the total square footage of all of the Units. Such proportionate share of surplus and expenses of each Unit owner shall be in accordance with the percentages set forth in Section 1.3.3 hereof, as amended from time to time as provided therein.

5.3 Late Charges. The Association may impose a charge against any Unit owner who fails to pay any amount assessed by the Association against such owner or his or her Unit within ten (10) days after the date of such assessment and who fails to exercise his or her rights under this Declaration or under the laws of the State of Ohio to contest such assessment in such an amount as may be determined by the Board of Managers from time to time, which charge shall not exceed ten percent (10%) of the amount in default. Additionally, if a Unit owner shall be in default in payment of an installment upon an assessment, the Board of Managers may accelerate the remaining installments of the assessment for the year during which the default occurs by giving notice to the Unit owner and the unpaid balance of the assessment shall become due upon the date designated in the notice, but not less than ten (10) days after delivery of the notice to the Unit owner, or not less than twenty (20) days after the mailing of the notice to the Unit owner by certified mail, whichever shall occur first.

5.4 Nonuse of Facilities. No owner of a Unit may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.

5.5 Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the owner thereof and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses and late charges as described above chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Butler County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit owner shall be personally liable for all assessments levied by the Association against his or her Unit while he or she is a Unit owner.

5.6 Priority of Association's Lien. The lien provided for in Section 5.5 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record. The lien provided for in Section 5.5 may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association pursuant to authorization by the Board of Managers. In any such foreclosure action, the owner or owners of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, duly authorized by action of the Board of Managers, shall be entitled to become a purchaser at the foreclosure sale.

5.7 Dispute as to Common Expenses. Any Unit owner who believes that the portion of common expenses chargeable to his or her Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or her or his or her Unit may, in lieu of bringing the action which he or she is entitled to bring under Section 5311.18(C) of the Ohio Revised Code, submit the question to a panel of

three arbitrators, one of whom shall be selected by said Unit owner, one of whom shall be selected by the Board of Managers of the Association, and the third of whom shall be selected by the other two arbitrators, and the question shall be decided by a majority vote of said panel, and their decision shall be final and binding on such owner and on the Association.

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

5.9 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, his or her successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, his or her successors or assigns.

5.10 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than a deed in lieu of foreclosure, the grantee of the Unit shall, if he or she expressly assumed such obligation, be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his or her Unit for his or her share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or his first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither such grantee nor such first mortgagee shall be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

5.11 Working Capital Fund. A working capital fund shall be established by the Association for the initial months of the project operation to insure that the Board of Managers

will have the cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Managers. This initial working capital fund shall consist of a contribution collected by the Declarant and transferred to the Association at the time of closing of the sale of each Unit to a Unit owner other than Declarant. The amount of this contribution shall be equal to two months of the initial Assessment for the Unit being sold as determined pursuant to this Declaration and the Bylaws. The Association shall maintain this working capital fund, together with sums allocated pursuant to the budget for the annual Assessment to the working capital fund, in a segregated account for the Association's benefit and use. Contributions to the working capital fund shall not be deemed an advance payment of any Assessment or the funding of any reserve.

ARTICLE VI

Insurance

6.1 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all owners and mortgagees insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning, cost of debris removal, extended coverage perils, and such perils as are at this time customarily covered with respect to condominium projects similar in construction, location, and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available, in an amount not less than one hundred percent (100%) of the current replacement value thereof exclusive of the cost of land, foundations, footings, excavation, and other elements which are not ordinarily insured against loss, without deduction for depreciation. The policy shall have cost of demolition, water damage, and, if available and commonly required by prudent institutional mortgage investors in the area in which the Condominium Property is located, an "Agreed Amount Endorsement," "Inflation Guard Endorsement," and so-called "construction code endorsements," and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt except as otherwise provided in this Declaration. The policy shall also provide that despite any clause that gives the insurer

the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge or control of the Association prior to the occurrence of the loss. Such policy shall not provide coverage for any items of personal property installed by or for any Unit owner.

Such policy of insurance shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the area in which the Condominium Property is located, and which appropriately names FNMA and FHLMC (as defined in Article X hereof) if such corporations are holders of first mortgages on Units. Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage to each Unit owner and to any mortgagee or mortgagees of a Unit upon request, and further requiring the issuance of written notice not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in such policy of insurance.

Such insurance by the Association shall be without prejudice to the right of the owner of a Unit to obtain individual contents or chattel property insurance, but no Unit owner may at any time purchase individual policies of insurance covering any item which the Association is required to insure. If any Unit owner does purchase such a policy, he or she shall be liable to the Association for any damages, expenses or losses which it suffers or incurs as a result thereof, and the Association shall have the same lien rights provided by Article V hereof for common expense payments with respect to any such damages, expenses or losses not paid to it by such owner.

All policies purchased under this Section 6.1 shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit owner, member of his or her family,

his or her tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

The insurance coverage required under this Section 6.1 shall be reviewed at least annually by the Board of Managers, and if any of the insurance coverage required under this Section 6.1 becomes impractical to obtain, the Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions described in the first paragraphs hereof.

If the required insurance coverage under this Section 6.1 ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all Unit owners under Article V of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

The name of the insured under such policy of insurance shall be set forth therein substantially as follows:
 "Association of Owners of PepperRidge of Wildwood Condominium for use and benefit of the individual Unit owners (designated by name if required by law)." Loss payable shall be in favor of the Association as trustee for each Unit owner and each Unit owner's first mortgagee, if any.

6.2 Public Liability Insurance. The Association shall insure itself, the Board of Managers, all Unit owners, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) per occurrence in respect to bodily injury, disease, illness, death or damage to or destruction of property. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contracts of the Association.

Such policy shall require written notice to the Association, and to each holder of a first mortgage on any Unit which is listed as a scheduled holder of a first mortgage in the insurance policy, not less than 30 days before any expiration, substantial modification or cancellation of such coverage. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. Each Unit owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or within his or her Unit.

6.3 Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all officers, directors, and employees of the Association or any other party (including volunteers) handling or responsible for funds of or administered by the Association. If the Association delegates some or all of the responsibility for the handling of funds to a professional management company under the provisions of Section 1.3.5.2, such professional management company shall obtain such fidelity bond coverage for those of its officers, employees, and agents who handle or are responsible for funds of or administered on behalf of the Association. The total amount of fidelity bond coverage shall be based upon the Board's best business judgment and (i) shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the professional management company at any given time during the term of the bond, (ii) shall not be less than a sum equal to three months' aggregate Assessments on all Units plus reserve funds, and (iii) shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated operating expenses and reserves. All such fidelity bonds shall name the Association as an obligee and as the named insured; shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; shall contain an appropriate endorsement to cover persons who serve without compensation if the policy would not otherwise cover volunteers; and shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to any financial institution which is servicing any mortgage on behalf of any quasi-governmental institution, including, but not limited to, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation ("Servicer").

The premiums on such bonds (except for premiums on fidelity bonds maintained by a professional management company

for its officers, employees, and agents) shall be paid by the Association and shall be a common expense.

6.4 Insurance Proceeds and Premiums. The Association shall receive, hold and properly dispose of the proceeds of all insurance acquired by it in trust for the Unit owners and their respective first mortgagees, as their interests may appear. Insurance premiums for the policies referred to in Sections 6.1 through 6.3 (other than policies purchased by Unit owners) and for such other insurance policies as the Board of Managers of the Association shall determine from time to time to be desirable, together with all deductibles on any losses, shall be a common expense.

6.5 Insurance Trustee. Notwithstanding any of the provisions and requirements of this Declaration relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (jointly, the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Unit owner shall be deemed to have appointed the Association and/or any Insurance Trustee as his or her attorney in fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose.

ARTICLE VII

Damage or Destruction and Restoration of Buildings

7.1 Sufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association in accordance with this Declaration and with the original plans and specifications unless other plans and specifications are approved by owners holding not less than 75% of the total voting power in the Association and by the Required Eligible Mortgagee

Vote. The insurance proceeds shall be applied by the Association in payment therefor as hereinafter provided. If within thirty (30) days after such damage or destruction, the Unit owners, if they are entitled to do so pursuant to Section 7.4, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

7.2 Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section 7.4, elect to withdraw the property from the provisions of this Declaration, or unless the repair is the obligation of a particular Unit owner under Section 2.2 hereof, such repair, restoration or reconstruction of the Units so damaged or destroyed and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities, all in accordance with the provisions of Section 7.3. Should any Unit owner refuse or fail after reasonable notice to pay his or her share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner. Such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

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

The insurance proceeds and the sums deposited with the Association from collections of special assessments against Unit owners on account of such casualty, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from

insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

Each Unit owner shall be deemed to have delegated to the Board of Managers and/or to any Insurance Trustee his or her right to adjust with insurance companies all losses under the insurance policies referred to in Sections 6.1 through 6.3 of this Declaration other than those purchased by such owner.

7.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of fifty percent (50%) or more of the Units, the Unit owners by unanimous affirmative vote may elect not to repair or restore such damage or destruction provided that the Required Eligible Mortgagee Vote also voted not to repair or restore such damage or destruction. The Condominium Property shall then be subject to an action for sale as upon partition at the suit of any Unit owner.

In the event of any such partition sale of the Condominium Property after such election by agreement of all Unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released or discharged.

ARTICLE VIII

Rehabilitation and Subsequent Improvements

The Association may, by the affirmative vote of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE IX

Removal from Condominium Ownership

With the written approval of (i) the Required Eligible Mortgagee Vote in the event of any election to terminate the

condominium regime after substantial destruction or a substantial taking by eminent domain, or (ii) Eligible Mortgagees holding first mortgages on Units having not less than 67% of the total voting power of all Units on which an Eligible Mortgage exists in the event of any other election to terminate the condominium regime, the Unit owners, by unanimous affirmative vote, may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Butler County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released, or discharged, and shall also be signed by all of the Unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his or her Unit or Units have been paid, released or discharged.

ARTICLE X

Additions to Condominium Property

Declarant may choose to cause the construction of certain residential structures and other improvements on any part or all of the Additional Property. Under no circumstances shall Declarant cause or permit more than a total of one hundred fifty-four (154) additional residential units to be constructed on the Additional Property. After completion of any such construction, Declarant may submit any part or all of the Additional Property together with all such structures and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit owners to the provisions of this Declaration and of Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property. Declarant has no obligation to construct any improvements on any part of the Additional Property or to submit any part of the Additional Property to the provisions of this Declaration and of Chapter 5311 of the Ohio Revised Code, except for certain recreational facilities which Declarant has agreed to construct as provided in Section 1.3.1, which recreational facilities may be located on any part or parts of the Additional Property, in the Declarant's sole discretion. If any Additional Property is

submitted the provisions of this Declaration and of Chapter 5311 of the Ohio Revised Code, there are no limitations as to the portions of the Additional Property that may be so submitted or as to whether all or a particular portion of the Additional Property must be so submitted. There shall be no Units constructed on any part of the Additional Property so submitted which are not restricted exclusively to residential use. It is anticipated that the Units (if any) constructed on the Additional Property will range from 800 square feet to 2200 square feet in size; will contain 2 or 3 bedrooms; will be constructed principally of poured concrete foundations, wood, brick, glass, aluminum or cedar siding and/or brick veneer, dry-wall, lumber, plywood and asphalt shingles; and will be model types approved by the Ohio Department of Industrial Relations, Board of Building Standards, Authorization No. 4101:2-98-04; however, Declarant reserves the right to vary any or all of the foregoing in its future development of the Additional Property and to construct Units or facilities which are incompatible with the initial phase of the Condominium, including but not limited to incompatibility in terms of principal materials to be used and architectural style, but the quality of construction shall be consistent with the initial improvements. Any Unit created on any portion of the Additional Property does not need to be substantially identical to the Units which are a part of the earlier phases of the Condominium, and there are no limitations as to what types of Units may be created on the Additional Property. Declarant's right to designate Limited Common Areas and Facilities on any part of the Additional Property so submitted is not limited in any way, including, but not limited to, limitations regarding the types, sizes, and maximum number of such Limited Common Areas and Facilities in any portion of the Additional Property so submitted; thus, for example, Units on the Additional Property may include garages or carport spaces as Limited Common Areas and Facilities. Declarant hereby reserves the right to determine which parts, if any, of the Additional Property so to submit and to determine when, if ever, so to submit within the seven-year time period hereinafter described. Portions of the Additional Property may be added to the Condominium Property at different times. There are no limitations on the boundaries or legal descriptions for any parts of the Additional Property which may be so submitted, nor are there any limitations on the order in which any such parts may be so submitted. Except as stated above, there are no limitations other than zoning regulations with respect to any improvements that may be constructed on any part of the Additional Property, including, but not limited to, limitations with respect to the location or type of any such improvements. However, only residential units and the Common Areas and Facilities and Limited Common Areas and Facilities appurtenant thereto and community and recreation facilities may be added to the Condominium Property.

In addition, the density of Units on any portion of the Additional Property actually added to the Condominium Property, and the overall density of Units on the Condominium Property, shall not exceed 10 Units per acre.

Declarant hereby reserves the right at its sole option, at any time or times within a period of seven (7) years commencing on the date this Declaration is filed for record, to submit all or any part of the Additional Property together with all buildings and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit owners to the provisions of the Declaration and of Chapter 5311 of the Ohio Revised Code. Declarant further hereby reserves the right, in the event it makes any such submissions, to amend this Declaration in the manner provided in this paragraph in such respects as Declarant may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include all or any part of the Additional Property together with all buildings and other improvements constructed thereon as part of the Condominium Property; (b) to include in this Declaration descriptions of all buildings and other improvements constructed on all or any part of the Additional Property being added to the Condominium Property and to add drawings thereof to Exhibit B hereto; (c) to provide that the owners of Units in the portion of the Additional Property being added will have an interest in the Common Areas and Facilities of the Condominium Property; (d) to make designations of Limited Common Areas and Facilities on that portion of the Additional Property being thus added in the manner described in Section 1.3.2 hereof; and (e) to amend Section 1.3.3 hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the square footage of such Unit at the date said amendment is filed for record bears to the then total square footage of all the Units within the buildings on the Condominium Property (with minor adjustments so that the total percentages of interest shall equal exactly 100%). This determination shall be made by Declarant and shall be conclusive and binding on all Unit owners. This Declaration may be amended for the purposes of adding to the Condominium Property as described above, upon the filing for record with the Recorder of Butler County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Declarant and by all owners and lessees of any property then being added with the same formalities as this instrument. The instrument

including such amendments must refer to the volume and page number under which the initial page of this Declaration and its attached exhibits are recorded. No consent of any Unit owner other than Declarant shall be required for the amendments described above to be effective. If the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal National Mortgage Association ("FNMA"), and/or the Federal Home Loan Mortgage Corporation ("FHLMC") holds, insures, or guarantees any mortgage on a Unit at the time any part or all of the Additional Property is to be added, then the Declarant shall not so submit the Additional Property without the prior written consent of each of them that then holds, insures, or guarantees any such mortgage, which consent(s) shall not be withheld if the Additional Property to be so submitted substantially conforms to the plan or expansion set forth in this Article X.

Liens arising in connection with the Declarant's ownership of and construction of improvements upon any Additional Property to be submitted to this Declaration shall not adversely affect the rights of existing Unit owners or the priority of first mortgages on existing Units. The Declarant shall pay or otherwise satisfactorily provide on a prorated basis for all real estate taxes and assessments relating to any part of the Additional Property which cover any time period before the submission of such part of the Additional Property. If FNMA holds any mortgage in the Condominium Property at the time any part of the Additional Property is to be submitted to this Declaration, FNMA shall be furnished with title evidence, in a form satisfactory to it, which discloses any lien, easement, or other encumbrance affecting such part of the Additional Property which will affect the Condominium Property after such addition.

ARTICLE XI

Rights Reserved to the Declarant

11.1 Reservation of Right to Make Changes Other Than Additions to Condominium Property. The Declarant hereby reserves the right to amend this Declaration at any time during the seven-year period following the date of this Declaration in any way necessary to correct clerical or typographical errors; to make nominal changes; to clarify Declarant's original intent; to make any changes necessary or desirable to meet the requirements of any institutional lender, FHA, VA, FNMA, FHLMC, or any other agency which insures loans on condominium units; to add fences, landscaping, concrete slabs, paved areas, garages or carports to the Condominium Property; or to make changes in any previously declared but unsold Unit to assist Declarant

in its marketing of such Unit, provided that no such amendments shall materially decrease the value or size of such Unit. No amendments described in the immediately preceding sentence shall change the method of determining any owner's percentage of interest in the Common Areas and Facilities as provided in Section 1.3.3 herein or adversely affect any Unit owner's rights unless such owner or owners and such owners' first mortgagee have consented thereto in writing. Each Unit owner and his or her mortgagees, by acceptance of a deed to a Unit or a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately following paragraph. All such Unit owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph, but such rights may be exercised by Declarant regardless of whether a separate power of attorney is given.

Each Unit owner and his or her respective mortgagees, by acceptance of a deed conveying the Unit to him or her or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoint Declarant their proxy and Attorney-in-Fact, coupled with an interest in real property, and authorize, direct and empower such Attorney, at the option of the Attorney, in the event that the Declarant exercises any of the rights reserved in the immediately preceding paragraph, to vote for, execute, acknowledge and record for and in the name of such Unit owner an amendment or amendments to this Declaration for such purposes, and for and in the name of such respective mortgagees, to execute, acknowledge and record a consent to any such amendment or amendments described in this Section.

This Declaration may be amended for any of the purposes stated in the first paragraph of this Section 11.1 upon the filing for record with the Recorder of Butler County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended. This instrument shall have been duly executed by the Declarant acting as a Unit owner (if it stills owns at least one Unit at that time), as Declarant and as Attorney-in-Fact for the other Unit owners and their mortgagees as above provided.

Any instrument including any amendments described in this Section 11.1 must be executed with the same formalities as this instrument and must refer to the volume and page number under which the initial page of this Declaration is recorded. Except as otherwise required by the above or other provisions of this Declaration or by Chapter 5311 of the Ohio Revised Code, no consent of any Unit owner other than Declarant shall be

required for the amendments described in this Section 11.1 to be effective.

11.2 Sale of Units by the Declarant. Until the Declarant has sold and closed the sale of all Declarant-owned Units, neither the Unit owners nor the Association nor the Board of Managers nor their use of the Condominium Property shall interfere with the Declarant's sale of its Units. The Declarant may make such use of the unsold Units and the Common Areas and Facilities as may facilitate such sale, including, but not limited to, maintenance of sales offices and models, showing of the Condominium Property, display of signs and other promotional devices. The Declarant may use and occupy any management office on the Condominium Property for a sales office and may conduct promotional activities, including the use of any recreational facilities and other amenities for such purpose.

ARTICLE XII

Amendment of Declaration and Bylaws

Except as otherwise provided in this Declaration and/or in the Bylaws, this Declaration and the Bylaws may be amended for purposes other than those described in Article X and in Section 11.1 upon the filing for record with the Recorder of Butler County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed by the President of the Association with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain an affidavit by the President of the Association stating that Unit owners entitled to exercise at least seventy-five percent (75%) of the total voting power (90% in the case of a change in the provisions on leasing as hereinafter described) of the Association have approved the amendment. In addition, the Required Eligible Mortgagee Vote must approve such amendment, and said affidavit must state that this approval has been obtained, if such amendment materially amends the Declaration, Bylaws, and/or Articles of Incorporation or adds any material provisions thereto which establish, provide for, govern, or regulate any of the following: voting; assessments, assessment liens, or subordination of such liens; the Reserve Fund (as defined in the Bylaws); insurance or fidelity bonds; rights to use of the Common Areas and Facilities; responsibility for maintenance and repair of the several portions of the Condominium Property; expansion or contraction of the Condominium Property or the addition, annexation, or withdrawal of property to or from the Condominium Property; boundaries of any Unit; interests in Common Areas and Facilities or in Limited Common

Areas and Facilities; convertability of Units into Common Areas and Facilities or of Common Areas and Facilities into Units; leasing of Units; imposition of any right of first refusal or other restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit; any provisions which are for the express benefit of first mortgage holders, Eligible Mortgagees, Eligible Insurers, or Eligible Guarantors; establishment of self-management by the Association where professional management has been required by any Eligible Mortgagee, Eligible Insurer, or Eligible Guarantor.

No amendment which would limit the leasing of Units in any way different from the original provisions of this Declaration shall be effective unless it has first been approved by Unit owners entitled to exercise at least ninety percent (90%) of the total voting power of the Association. The Declaration shall not be amended to increase the period or scope of the Declarant's control.

No amendment shall have any effect, however, upon Declarant, so long as it owns at least one Unit, or upon a bona fide first mortgagee or upon any of their rights until the written consent of Declarant and/or such mortgagee to such amendment has been secured, provided, however, that no such mortgagee's consent shall be required for any amendment made pursuant to Article X or Section 11.1 hereof. Such consents shall be retained by the Secretary of the Association and his or her certification in the instrument of amendment as to the consent or non-consent of Declarant and as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Declarant refuses to consent to an amendment to the Declaration and/or the Bylaws, or if less than all mortgagees consent to such amendment, said amendment or modification shall nevertheless be valid among the Unit owners, among themselves, provided that the rights of the Declarant or of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or Bylaws attached hereto as Exhibit C may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code in effect on the date of recording of this Declaration.

ARTICLE XIII

Remedies for Breach of Covenants and Regulations

13.1 Abatement and Enjoinment. The violation of any restriction, rule, condition or regulation adopted by the Board of Managers of the Association or the breach of any

covenant or provision contained in this Declaration or in the Bylaws shall give the Board of Managers the right, in addition to the other rights stated in this Declaration, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that exists thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass, provided, however, that judicial proceedings shall be instituted before any items of construction are altered or demolished, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

13.2 Involuntary Sale. If any owner (either by his or her own conduct or by the conduct of any other occupant of his or her Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, of the Bylaws or of the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power (i) to require the defaulting Unit owner to provide sufficient surety or sureties for his or her future compliance, or (ii) to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his or her Unit. Thereupon an action in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, or, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control his or her Unit on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments

hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, to the Bylaws and to all then existing Rules and Regulations.

ARTICLE XIV

Eminent Domain; Obsolescence

If all or any part of any Unit or of the Common Areas and Facilities shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Unit owner and mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. The Association shall represent the Unit owners in the condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for any acquisition of any part or all of the Common Areas and Facilities, and each Unit owner shall be deemed to have appointed the Association as his or her attorney-in-fact for such purpose. Any damages for the taking, injury or destruction shall be considered as a whole and shall be collected by the Association and distributed by it among the Unit owners and among any mortgagees entitled thereto as their interests may appear pursuant to the terms of their mortgages in proportion to each Unit owner's interest in the Common Areas and Facilities. Any reallocation of percentages of interest in the Common Areas and Facilities after a partial taking hereunder or after a partial destruction under Section 7.2 hereof shall be effected by an amendment to this Declaration which shall require the approval of all Unit owners affected by the reallocation and of such owners' Eligible Mortgagees (if any) holding not less than 51% of the total voting power of all such affected Units having an Eligible Mortgage before it can be certified by the President of the Association as described in Article XII hereof and recorded. Any restoration or repair of the Condominium Property after a partial taking hereunder shall be substantially in accordance with this Declaration and with the original plans and specifications unless other plans and specifications are approved by owners holding 75% of the total voting power of the Association and by the Required Eligible Mortgagee Vote.

ARTICLE XV

Miscellaneous Provisions

15.1 Each grantee of Declarant, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and by all Exhibits hereto. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance or other instrument creating such interest or estate. The Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interests from the date that the Declaration is filed for record.

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

15.3 The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and/or of all exhibits hereto or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and/or of such exhibits.

15.4 If any of the privileges, covenants or rights created by this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of Daniel P. Riedel, Joseph M. Rigot, Robert M. Curry, and their now living descendants.

15.5 Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision contained herein, the Association shall

not without the prior written consent of at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) of the Units or of the individual Unit owners (other than Declarant), be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium Property;
- (b) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities (however, the reallocation made pursuant to Article X upon expansion of the Condominium Property shall be permitted without such consent);
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause);
- (e) use hazard insurance proceeds for losses to any part of the Condominium Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided in Section 7.4 of this Declaration in case of substantial damage to the Units and/or Common Areas and Facilities of the Condominium Property.

15.6 Except as otherwise provided in this Declaration or under the provisions of Chapter 5311 of the Ohio Revised Code, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it or to them by or pursuant to this Declaration or the Bylaws attached hereto as Exhibit C or in its (or its representative's) capacity as owner,

developer, manager or seller of the Condominium Property whether on not such claim (i) shall be asserted by any Unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any services (electricity, gas, water, sewage, etc.). The Declarant shall give to each Unit owner at the closing of his or her purchase of his or her Unit all warranties required of the Declarant by Section 5311.25 (E) of the Ohio Revised Code. The Declarant shall have no liability in its capacity as developer or contractor other than as expressly stated in such warranties.

15.7 Whenever any Unit is owned by a corporation, partnership, trust, or other entity (other than the Declarant, to whom this provision shall not apply), the respective agent of the aforementioned entity (i.e. president or chief executive officer or other authorized agent, partner or trustee) shall designate the occupant or occupants or other authorized agent who shall be entitled to use and occupy the Unit. Only the designated occupants, their invitees, employees, and guests may use the Unit. The occupants designated shall execute a written covenant by the adults of such group entitled to use the Unit in favor of the Association whereby they agree to comply with the terms and provisions of the Declaration and exhibits attached thereto and the Rules and Regulations which may be promulgated from time to time by the Board of Managers of the Association. The written covenant shall contain an acknowledgement that the use of the Unit or Units shall continue only so long as the aforementioned entity shall continue to be a member of the Association. Upon demand by the Association to any of the aforementioned Unit owners to remove any party given permission to use a Unit owned by the corporation, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with the terms and conditions of this Declaration and Exhibits hereto, including the Rules and Regulations of the Association, the aforementioned Unit owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit, the Association, as agent of the owner, may take such action as it deems appropriate

to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Unit owner, and it shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may incur in the removal.

15.8 Any deposits or downpayments for the purchase of a Unit from Declarant which are held in trust or escrow pursuant to the provisions of Section 5311.25(A) of the Ohio Revised Code shall not be subject to attachment by creditors of the Declarant or of the purchaser of such Unit.

15.9 The headings to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

15.10 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 15th day of AUGUST, 1983.

Signed and Acknowledged
in the presence of:

PEPPERRIDGE OF WILDWOOD ASSOCIATES
By Towne Building Group, Inc.,
General Partner

Everly A. Ramsey
Alberta M. Merz

By [Signature]
Marvin Rosenberg, President

STATE OF OHIO)
COUNTY OF HAMILTON) SS:

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 1983, by Marvin Rosenberg, on behalf of Towne Building Group, Inc., an Ohio corporation, of the corporation as General Partner of PepperRidge of Wildwood Associates, an Ohio partnership.

Alberta M. Merz
Notary Public

ALBERTA M. MERZ

Notary Public, State of Ohio

Hartman-Walters

neers & Surveyors

1073 OHIO PIKE
CINCINNATI, OHIO 45245
(513) 752-8811

CARL G. HARTMAN
P. E. No 31329

BOOK 1475 PAGE 117 ;

August 12, 1983

DESCRIPTION OF PROPERTY

PepperRidge of Wildwood Condominium
Buildings A, B, C, D, & E

Situated in Section 21, Town 2, Range 2, M.R.S., being part of Lot #9545 of the City of Fairfield, Fairfield Township, Butler County, State of Ohio, and being more particularly described as follows:

Beginning at the northeast corner of Lot 9226, Fairways of Wildwood, Section C, as recorded in Envelope 868, Pages A, B, C, & D of the Butler County Recorder's Office; Thence along a line common with said Fairways of Wildwood, Section C S 65° 33' 22" W a distance of 154.72 feet to a point and the real place of beginning for this description of property;

Thence along common lines with said Fairways of Wildwood, Section C, the following four courses and distances:

S 65° 33' 22" W a distance of 45.28 feet to a point;
N 24° 26' 38" W a distance of 45.00 feet to a point;
S 65° 33' 22" W a distance of 114.95 feet to an iron pin;
N 82° 56' 38" W a distance of 77.03 feet to a point;

Thence N 14° 49' 49" W a distance of 296.07 feet to a point; Thence along a curve deflecting to the left, having a radius of 207.69 feet, an arc distance of 83.16 feet to a point, said curve is subtended by a chord bearing N 21° 06' 09" E a distance of 82.61 feet ; Thence S 70° 40' E a distance of 95.18 feet to a point; Thence N 86° 40' E