

11-20-87

FIRST AMENDMENT  
TO DECLARATION OF CONDO. OWNERSHIP  
SEC. O.R. 10805-H-19

VOL 3670 PAGE 756

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DECLARATION AND BY-LAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
HENDEREED VILLAGE CONDOMINIUM

PLEASE MAKE REFERENCE TO CONDOMINIUM PLAT BOOK 4, PAGES 167-179

Aug. 7, 1978

This is to certify that copies of the Declaration, By-Laws and Drawings for Henderæed Village Condominium have been filed this date with the Auditor of Franklin County, Ohio.

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*Arch J. Warren*  
Auditor of Franklin County, Ohio

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AUG 7 1978  
ARCH J. WARREN  
AUDITOR  
FRANKLIN COUNTY, OHIO

This condominium Declaration prepared by Kenton L. Kuehnle; Loveland, Callard & Clapham; 50 West Broad Street, Columbus, Ohio 43215.



DECLARATION OF CONDOMINIUM  
 HENDERED VILLAGE CONDOMINIUM

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This is the Declaration of Hendered Village Condominium made on or as of the 7<sup>th</sup> day of August, 1978, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Hendered Village Ltd., an Ohio limited partnership, is the owner in fee simple of all of the real property hereinafter described and the residential dwellings, private streets, green areas, and all other improvements thereon.

B. Hendered Village Ltd. desires to create of this property a residential community of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the condominium law.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Hendered Village Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory law).

2. "Association" and "Hendered Village Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the Association created for the Condominium pursuant to the provisions of the condominium law.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the condominium law.

4. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in Article V hereof as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the condominium law.

6. "Condominium" and "Hendered Village Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium law.

7. "Condominium law" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium Property" means the tract of land described in Exhibit A hereto, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

9. "Declarant" means Hendered Village Ltd., an Ohio limited partnership, and its successors and assigns, provided those successors and assigns are designated in writing by Declarant as successors and assigns of the rights of Declarant with respect to the Condominium, the Condominium Property, or hereunder or under the Articles or By-Laws.

10. "Declaration" means this instrument by which the Condominium Property is submitted to the condominium law, as this instrument may be lawfully amended from time to time.

11. "Drawings" means the drawings for the Condominium, as defined in the condominium law, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

12. "Eligible holder of a mortgage" means the holder of a valid recorded first mortgage on a Unit which has given written notice to the Association, stating the holder's name, address and Unit or Units subject to its mortgage.

13. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the condominium law.

14. "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is a Unit Owner.

15. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

16. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a manager or managers of the Association, as defined in the condominium law.

17. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units under Article V of this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the condominium law.

18. "Unit owner" and "Unit owners" mean that Person or Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

#### The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the condominium law:

#### ARTICLE I

##### THE LAND

A legal description of the land constituting a part of the Condominium Property, consisting of 12.279 acres, more or less, situated in the City of Columbus, Franklin County, Ohio, is attached hereto and marked "Exhibit A". This land is also portrayed with metes and bounds designations on the attached Drawings.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Hendereed Village Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, (Units), to which fee simple interests may be conveyed, for use for single family residential living; to establish a unit owner's association (the Association) to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere, (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions, and (iii) it shall be permissible for Declarant to maintain during the period of its sale of Units no more than eight Units as sales models, sales offices within those models, and one additional Unit as a sales office.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units; provided, however, that (i) the "Recreation Area", "Party House", "Storage Sheds" and the "Pool Area" (as so labeled on the Drawings), and other areas designated by the Board for a specific use, shall be used only for purposes approved by the Board, (ii) Declarant shall have the right during the period of its sale of Units to use the "Recreation Area", "Party House", and "Pool Area" (as so labeled on the Drawings) from time to time, for sales open houses, to maintain a sales sign and/or billboard at each entrance into the Condominium Property, and sales sign in front of Units and directional and informational signs along the private drives, and (iii) except as specifically otherwise provided herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and Occupants of the Unit or Units served by the same, subject to the restrictions upon the use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, or in or on a patio and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health or unreasonably disturb any Occupant.

(f) Vehicles. The Association through the Board, may assign to each Unit, from time to time, one parking space in the Common Areas for the exclusive use for the parking of one motor vehicle by the Unit owner or Occupants of that Unit; provided, however, that (i) all parking shall be subject to rules and regulations promulgated from time to time by the Board, (ii) the parking of boats, trailers, trucks, recreational motor vehicles, motor homes, unoperative or unlicensed motor vehicles, or any similar items, shall be restricted to such portions of the Common Areas as the Board may determine, and be subject to such rules and regulations, and parking charges, as the Board may promulgate from time to time, including, without limiting the generality of the foregoing, the right to limit the number of such vehicles parked on the Common Areas or prohibit the parking of such vehicles entirely, (iii) the performance of mechanical work on a vehicle shall, per se, constitute a nuisance, and (iv) the Board shall have explicit authority to remove and store any vehicle violating any restriction hereunder or rule and regulation adopted by the Board, at the cost of the owner thereof, at any time twenty-four (24) hours or more after a notice has been placed thereon demanding its removal.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days, (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of these documents shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Board prior to the date of the commencement of the tenancy under that lease.



(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except (i) subject to such rules and regulations as the Board may from time to time promulgate, and (ii) the signs used by Declarant as permitted herein, provided, that no signs other than by Declarant advertising a Unit or Units for sale or rent shall be maintained on the Common Areas. The Association shall maintain a master listing of all Units for rent or sale in an Association office on the Condominium Property, together with the name, address and listing broker, if any, and make the same available for inspection by the public during normal business hours. Any Unit owner desiring to rent or sell a Unit, if that Unit owner desires to register that listing for posting in the Association office, shall so advise the Board in writing.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Areas not presently devoted to residential buildings anything other than facilities for the common use of all Units.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which will impair or change the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting, or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas, shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not in excess of two, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that (i) no dogs shall be permitted in any portion of the Common Areas except on a leash (not longer than ten feet in length) maintained by a responsible person, (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to levy fines against persons who do not clean up after their pets, and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer, or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

#### ARTICLE IV

##### BUILDING DESCRIPTIONS

Section 1. Residential Buildings. There are forty buildings a part of the Condominium Property designed for residential dwelling use. The designations of each of these buildings are set forth on the Drawings and on the schedule attached hereto and marked "Exhibit B". Each of these buildings is two stories high, exclusive of basements, and each contains from two to nine dwelling units. The exterior facings of the residential building are part brick and part stucco. The roofs are asphalt shingles. The principal materials of which these buildings are constructed are brick, wood, glass, concrete, concrete block, and drywall. These buildings are located as shown on the Drawings.

Section 2. Common Buildings. In addition to the residential buildings there are these buildings that are a part of the Condominium Property: (a) a one story party house facility (labeled "Party House" on the Drawings) which is described and shown on the Drawings, and (b) storage sheds designated in the Drawings as "Storage Sheds".

Section 3. Other. In addition to the improvements described above, there are wood fences situated throughout the Condominium Property, and there is a ground level Pool and a Recreation Area situated on the Common Areas, at the location designated on the Drawings.

ARTICLE V

UNITS

Section 1. Unit Designations. The designation of each Unit, consisting of units numbered 1748 through 1950 and 1952, is set forth on Exhibit B and on the Drawings. An illustration of a Unit designation is "Unit 1748."

Section 2. Composition of Units.

(a) Parts of Units. Each Unit consists of all of the space within a residential building designated on the Drawings as being that Unit, that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the basement floor, and the unfinished interior surface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, a Unit shall include:

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

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

(3) all fixtures and appliances located within the bounds of a Unit installed in and for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwasher, garbage disposal unit, refrigerator, and electric stove and hood;

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

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

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

(7) any area occupied by a fireplace constructed pursuant to the provisions of the second paragraph of Article VI, Section 1, below.

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(i) any part of the structure contained in all interior walls, and the structural and component parts of perimeter walls;

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

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

(b) Unit Sizes, Locations and Composition. The location of each part of each Unit is shown on the Drawings. The designation of each Unit, the approximate area of each Unit interior, and the number of rooms in each Unit, are shown on the Drawings.

Section 3. Access. Each Unit has direct access onto Common Areas or Limited Common Areas, which, in turn, lead without obstruction onto public streets.

Section 4. General. Each Unit, together with its undivided interest in the Common Areas, shall constitute real property for all purposes under law. Each Unit owner is entitled to the exclusive ownership and possession of that owner's Unit and to ownership of an undivided interest in the Common Areas in such percentage as is set forth in Exhibit B. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of, or by which a lien is created upon, any interest or estate in a Unit, it is sufficient to describe such Unit by setting forth the name of the Condominium, "Hendreed Village Condominium", and the Unit designation of the Unit as it appears on Exhibit B and the Drawings, and the numbers of the volumes and initial pages of the records of the Recorder of Franklin County where this Declaration and the Drawings are recorded. Any such designation shall encompass and be deemed to encompass each and every separate portion of the Unit identified herein and in the Drawings as part of that Unit. Each Unit and its percentage of interest in the Common Areas shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or part of the Condominium shall be charged with the payment of those taxes and assessments.

## ARTICLE VI

### COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property including all of the land and all improvements thereon, and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Areas.

Notwithstanding any provision in this Declaration to the contrary, in the event that the owner of a Unit located at the end of a building desires to construct, at his cost, a fireplace serving his unit, and provided that he obtains the permission to do so from the Board (which permission may be withheld, or conditioned, in the absolute discretion of the Board), and further provided that the construction of such fireplace is done in strict accordance with the provisions of Article III, Section 2(o) above, then the area occupied by such fireplace shall become a part of the Unit which it serves, except for the exterior portion of such fireplace, which shall remain as general common area.

Section 2. Limited Common Areas-Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas and consist, in each case, of patios and storage lockers appurtenant to the Units, and in each case are reserved for the exclusive use of the respective Units which they are designed to serve.

Section 3. Percentage of Ownership. The percentage of interest in the Common Areas of each Unit is set forth in the column so labeled on Exhibit B, hereof, and, in each case, is in proportion that the fair value of a Unit at the date this Declaration is filed for record bears to the then aggregate value of all Units in the Condominium. The fair value of a Unit has been determined on all relevant factors and may not be the same as sales price since the sales price of a Unit at any time may reflect availability of type of Units and other factors not necessarily reflective of fair value. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas shall not be separated from the Unit to which it appertains.

## ARTICLE VII

### UNIT OWNERS ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owners' association of the Condominium. Declarant is presently the sole member of the Association.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, however, that the Declarant shall have the sole right and authority to elect or appoint the Trustees who will serve until the earlier of (a) a special meeting of Unit owners called by the Board and held within 120 days after such date as votes of Unit owners other than Declarant equal seventy-five percent (75%) of the voting power of Unit owners, (b) the annual meeting of Unit owners next following the date votes of Unit owners other than Declarant equal seventy-five percent (75%) of the voting power of Unit owners, and (c) the annual meeting of Unit owners in 1981.

Section 4. Board of Trustees. The Board at any time shall be all of those persons, at that time serving as Trustees pursuant to the provisions of the Articles and the By-Laws.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by law for a condominium association, this Declaration, the By-Laws, or the Articles, not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that

any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice, shall be terminable by either party, without cause, and without penalty, on ninety (90) days written notice, shall not exceed one year, unless renewed by agreement of the parties for successive one-year periods, and shall be bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing.

Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain.

#### ARTICLE VIII

##### AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and his residence or place of business, which is in Franklin County, Ohio, where the Condominium is situated, is:

Ted Hobson  
2055 Arlington Avenue  
Upper Arlington, Ohio 43221

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so designated shall be the person to receive service of process for the Association.

#### ARTICLE IX

##### MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair all the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, the streets, the pool and recreational areas, and all buildings and fences which are a part of the Common Areas, provided, however, that the Association shall not perform cleaning and routine maintenance of the Limited Common Areas, and it shall not have responsibility for replacing improvements within the Limited Common Areas or making major repairs to the interiors of Limited Common Areas.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and the Limited Common Areas appurtenant thereto to the extent not the obligation of the Association. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. Repair and maintenance of Limited Common Areas shall be the responsibility of the Unit owner or owners to which each appertains, except as provided in Section 1 of this Article IX. In the event a Unit owner shall fail to repair and maintain any exterior portion of a Unit or appurtenant Limited Common Areas, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or Occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

## ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be prorated among the Unit owners of those Units served by the same, in proportion to their respective interests in the Common Areas.

## ARTICLE XI

INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Areas against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance may provide for built-in or installed fixtures and equipment.

This insurance shall be obtained from a fire insurance company, authorized to write such insurance in the State of Ohio, which has a general policy holder rating of no less than BBB+, as determined by the then latest edition of Best's Insurance Reports or its successor guide.

This insurance shall be written in the name of the Association for the use and benefit of the Unit owners and their mortgages as their interest may appear. The Board shall have the right to negotiate all loss adjustments.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. If such premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Unit owners and members of their respective families and Occupants, with such limits as the Board may determine, but no less than \$1,000,000, covering all claims for personal injury and/or property damage arising out of a single occurrence. This insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to developments similar in construction, location, and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner or Occupant because of negligent acts of the Association, the Board, or other Unit owners or Occupants.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees and officers liability insurance, and such other insurance as the Board may determine.

Section 4. Unit Owners' Insurance. Any Unit owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

In the event any Unit owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements within a Unit owned by the Unit owner or Occupant provided the latter is limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association and its Trustees.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided,



however, that in the event, within sixty (60) days after such damage or destruction, the Unit owners and eligible holders of mortgages, if they are entitled to do so pursuant to the provisions of Section 1 of Article XII hereof, shall elect to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas 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 and eligible holders of first mortgages, shall within sixty (60) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of Article XII hereof, elect not to make such repair, restoration or reconstruction, the Association shall make such repairs, restoration or reconstruction of the Units so damaged or destroyed, at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such Unit owner and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner, as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person handling Association funds in an amount no less than 150% of the amount reasonably estimated to be handled annually by that person on behalf of the Association.

## ARTICLE XII

### DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a building, the Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible holders of mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to such mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sole as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction, shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the eligible holders of their respective first mortgage liens, (as their interests may appear), in proportion to their percentage interest in common areas.

Section 2. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit

owners, and the consent of eligible holders of mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to such mortgages appertain, determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII

CONDEMNATION

In the event any Unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or settlement. Each Unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to charge reasonable admission and other fees for the use by Unit owners, occupants, and guests of any recreational facility situated upon the Common Areas, to limit the number of guests of Unit owners using recreational facilities, and to make reasonable rules and regulations concerning the use and management of the Common Areas provided, that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress to and egress from a Unit to the members of that Unit owner's family and to Occupants. It is expressly understood that immediately prior to the filing of this Declaration, the Condominium Property was an apartment project. Accordingly, the submission of the property to the condominium law is subject to the rights of prior tenants to continue to use and enjoy the Common Areas, as long as they continue to occupy units in the condominium, in accordance with their leases and possessory rights in effect at the time of the filing of this Declaration.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things, or areas of or in the Condominium Property.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to an easement for encroachments on any other Unit and upon the Common Areas created or arising

by reason of deviations in construction, reconstruction, repair, shifting, settlement, overhangs, movement or errors in the Drawings. A valid easement for these encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line, or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing, and maintaining of all utilities, including, but not limited to water, sewers, gas, telephone, electricity, and cable television. By this easement it shall be expressly permissible for the providing utility company to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, each Unit owner shall have the right to locate or relocate air-conditioning equipment, for use appertenant to that Owner's Unit, upon Common or Limited Common Area provided that (a) the location of such equipment is approved by the Board (and the Board may require the same to be located within Limited Common Area only, at its discretion.) and (b) the specific equipment to be located within such common or limited common area be approved (as to appearance and noise level) by the Board.

Section 6. Easement for Services. A nonexclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

Section 8. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

#### ARTICLE XV

##### ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each member

by acceptance of a deed to a Unit (whether or not is shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and Occupants.

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the beginning of each fiscal year of the Association, the Board shall estimate, and prorate among the Units, on the basis of the interest of each Unit in the Common Areas (as set forth on Exhibit B), common expenses of the Association, consisting of the following:

a. The estimated next fiscal year's cost of the maintenance, repair and other services described in Article IX, Section 1, hereof;

b. The estimated next fiscal year's costs for insurance and bond premiums to be provided pursuant hereto and to be paid by the Association;

c. The estimated next fiscal year's costs for utility services not separately metered;

d. The estimated amount required to be collected to maintain a general operating reserve fund to assure availability of funds for normal operations of the Association, in an amount no less than that deemed necessary to defray all operating expenses for a period not less than two months;

e. An amount not less than that necessary to maintain in a reserve fund the greater of

(i) the estimated average annual amount required, in the opinion of the Board, over the next succeeding fiscal five year period, or

(ii) the estimated amount required in the next fiscal year,

in order to make all desirable or necessary repairs and replacements of capital improvements a part of the Common Areas; and

f. The estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges, and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit owner his, her or its respective share of all of these items, prorated as hereinbefore set forth, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments annually, or in semi-annual, or quarterly installments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month those who own the Unit one-twelfth (1/12th) of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid into the reserve fund applicable to that type of expense, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments hereinbefore authorized, the Board of Trustees may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to such mortgages appertain.

(2) Any such assessment shall be prorated among all Units in proportion to such Units' respective percentage interest in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units, pursuant to the provisions of Article IX, Section 2, hereof (individual repair responsibilities) Article IX Section 1, hereof (separately billed insurance premiums), or Article XX, Section 2, hereof (enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least fifteen (15) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance of the assessment shall, at the option of the Board, without demand or notice, forthwith become due and payable, and bear interest thereafter at the rate of eight percent (8%) per annum.

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

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the entire unpaid balance of that assessment, interest and costs, may be filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit owner who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, and costs shall not be the personal obligation of that owner or owner's successors in title unless expressly

assumed by the successor, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessment, interest, and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board may file a lien to secure payment of the entire unpaid balance of a delinquent assessment, interest and costs, and bring an action at law against the owner or owners personally obligated to pay the same, or an action to foreclose the lien, or any one or more of these. In any such foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which became payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, secretary, or other designated officer of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### ARTICLE XVI

##### BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of this Declaration, the Articles, the By-Laws and the rules and regulations governing operation of the Condominium.

ARTICLE XVII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE XVIII

NOTICES TO MORTGAGEES

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

1. Any proposed amendment of the Condominium Declaration, Articles, By-Laws, or Drawings, effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted;
2. Any proposed termination of the Condominium as a condominium regime;
3. Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
4. Any significant damage or destruction to the Common Areas;
5. Any decision by the Association not to restore substantial damage or destruction;
6. Any decision by the Association to renew or rehabilitate the Condominium Property;
7. Any decision by the Association to construct new capital improvements not replacing existing improvements;
8. Times and places of Unit owners' meetings; and
9. Any default under the Declaration, Articles or By-Laws which gives rise to a cause of action against a Unit owner subject to the mortgage of such holder or insurer, where the default has not be cured in sixty (60) days.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the Drawings, the By-Laws or Articles) shall require (a) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to such mortgages appertain. Notwithstanding the foregoing:



(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of mortgages on units to which at least seventy-five (75%) percent of the votes of Units subject to such mortgages appertain shall be required to terminate the Condominium, and,

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date hereof, to amend this Declaration (and the By-Laws and Articles), to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration and/or the Veterans Administration; provided that the appropriate percentage (as described elsewhere herein) of eligible holders of mortgage liens is obtained.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of the county in which the Condominium Property is situated.

## ARTICLE XX

### GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the ByLaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Declaration, ByLaws, Articles, rules and regulations, or applicable law, or with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided, such invalidity shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, Hendered Village Ltd. has caused this instrument to be duly executed on its behalf this 19<sup>th</sup> day of July, 1978.

Signed and acknowledged  
in the presence of:

Richard J. Lovelace

Hester L. Hester

HENDERED VILLAGE LTD., an Ohio  
limited partnership

BY William Deegan  
William Deegan, Managing Partner

STATE OF OHIO  
FRANKLIN COUNTY, SS:

Before me, the subscriber, a notary public in and for said county, personally appeared William Deegan, the managing partner of Hendered Village Ltd., the Declarant in the foregoing instrument, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of the Declarant for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal on the 19<sup>th</sup> day of July, 1978.

  
\_\_\_\_\_  
Notary Public

PHOEBE M. HAUSER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES DEC 15, 1980.



EXHIBIT A

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

PARCEL ONE

The following is a description of a 1.869 acre tract on Reed Road: Being part of Lot No. 6 of the Henderson Heirs Subdivision, of record in Plat Book 4, Page 382 and 383, and being part of a 2.4 acre tract known as Tract A conveyed to Northcrest Co. by deed of record in Deed Book 2627, page 603, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows: Beginning at a point of reference in the centerline of Reed Road at the southeasterly corner of said 2.4 acre tract, said point also being N. 2°40'00" E., 959.10 feet from the centerline intersection of Reed Road and Henderson Road; Thence N. 86°42'36" W., 40.00 feet along the southerly line of said 2.4 acre tract to a point at the true place of beginning; Thence from said place of beginning N. 86°42'36" W., 150.01 feet along the southerly line of said 2.4 acre tract, to a point at the southwesterly corner; Thence N. 2°40' E., 542.66 feet along the westerly line of said 2.4 acre tract to a point at the northwesterly corner of said 2.4 acre tract; Thence S. 86°42'36" E., 150.01 feet along the northerly line of said 2.4 acre tract, to a point, said point being N. 86°42'36" W., 40.00 feet from the centerline of Reed Road; Thence S. 2°40' W., parallel to and 40.00 feet westerly from the centerline of Reed Road 542.66 feet to the place of beginning containing 1.869 acres.

PARCEL TWO

Containing 2.190 acres of land, more or less, being part of TRACT B, conveyed to Northcrest Co. by deed of record in Deed Book 2627, page 603, Recorder's Office, Franklin County, Ohio, said 2.190 acre tract being more particularly described as follows: Beginning, for reference, at the centerline intersection of Reed Road and Henderson Road, thence N 2° 40' 00" E, with the centerline of said Reed Road, a distance of 959.10 feet to a point, the southeasterly corner of TRACT A as conveyed to said Northcrest Co. by deed of record in Deed Book 2627, page 603, Recorder's Office, Franklin County, Ohio; thence N 86° 42' 36" W, with the southerly line of said TRACT A, a distance of 190.01 feet to the southwesterly corner of said TRACT A, the southeasterly corner of said TRACT B to the true point of beginning; Thence, from the true point of beginning, N 86° 42' 36" W, with the southerly line of said TRACT B, a distance of 178.70 feet to a point; Thence N 3° 17' 24" E, crossing said TRACT B, a distance of 542.65 feet to a point in the northerly line of said TRACT B, the southerly line of Northcrest, a subdivision of record in Plat Book 38, Pages 100 and 101, Recorder's Office, Franklin County, Ohio; Thence S 86° 42' 36" E, with the northerly line of said TRACT B, the southerly line of said Northcrest, a distance of 172.82 feet to a point, the northwesterly corner of said TRACT A; Thence S 2° 40' 00" W, with the westerly line of said TRACT A, a distance of 542.66 feet to the true point of beginning and containing 2.190 acres of land, more or less.

PARCEL THREE

Being part of that tract of land described as TRACT B, conveyed to Northcrest Co. by deed of record in Deed Book 2627, page 603, Recorder's Office, Franklin County, Ohio, said 4.852 acre tract being more particularly described as follows:

Beginning at a point in the southerly line of said TRACT "B", at a southeasterly corner of a 4.281 acre tract of land conveyed to Northcrest Co., known as Willoway North, by deed of record in Deed Book 2880, page 304, Recorder's Office, Franklin County, Ohio, said point being located S. 86° 42' 36" E, a distance of 478.00 feet from the southeasterly line of Gettysburg Road (60 feet in width); thence N. 3° 17' 24" E, with an easterly line of said 4.281 acre tract, a distance of 522.65 feet to a point; thence S. 86° 42' 36" E, with a southerly line of said 4.281 acre tract, a distance of 60.20 feet to a point; thence N. 3° 17' 24" E, with an easterly line of said 4.281 acre tract, a distance of 20.00 feet to a point in the northerly line of said TRACT "B", a southerly line of Northcrest, a subdivision of record in Plat Book 38, page 100 and 101, Recorder's Office, Franklin County, Ohio; thence S. 86° 42' 36" E, with the northerly line of said TRACT "B" a southerly line of said Northcrest, a distance of 331.47 feet to a point; thence S. 3° 17' 24" W, with a line at right angles to the northerly line of said TRACT "B" and crossing said TRACT "B", a distance of 542.65 feet to a point in the southerly line of said TRACT "B"; thence N. 86° 42' 36" W, with a southerly line of said TRACT "B", a distance of 391.67 feet to the point of beginning and containing 4.852 acres of land, more or less.

PARCEL FOUR

Being parts of Lots Numbers Five (5) and Six (6) of the Henderson Heirs Subdivision, of record in Plat Book 4, pages 382 and 383, containing 4.281 acres of land, more or less, being part of that tract of land described as TRACT B and conveyed to Northcrest Co. by deed of record in Deed Book 2627, page 603, both being of record in the Recorder's Office, Franklin County, Ohio, said 4.281 acre tract being more particularly described as follows: Beginning at a point in the northerly line of said TRACT B, the easterly line of Gettysburg Road (60 feet in width), the southwesterly corner of Lot 89 of Northcrest, as said Lot 89 is numbered and delineated upon the recorded plat thereof, of record in Plat Book 38, pages 100 and 101, Recorder's Office, Franklin County, Ohio; Thence S. 86° 42' 36" E, with the northerly line of said TRACT B, the southerly line of said Lot 89 and with the southerly lines of Lots 95 and 96 of said Northcrest, a distance of 285.00 feet to a point; Thence S. 3° 17' 24" W, a distance of 20.00 feet to a point; Thence N. 86° 42' 36" W, a distance of 60.20 feet to a point; thence S. 3° 17' 24" W, a distance of 522.65 feet to a point in a southerly line of said TRACT B; Thence N. 86° 42' 36" W, with said southerly line of TRACT B, a distance of 478.00 feet to a point in the southeasterly line of said Gettysburg Road; Thence N. 27° 29' 20" E., with the southeasterly line of said Gettysburg Road, a distance of 236.95 feet to the point of curvature; Thence northeasterly, with the southeasterly line of said Gettysburg Road, the same being a curve to the right having a radius of 373.00 feet, the chord of which bears N. 36° 53' 22" E, a chord distance of 121.85 feet to the point of reverse curvature; Thence northeasterly, with the southeasterly line of said Gettysburg Road, the same being a curve to the left having a radius of 330.00 feet, the chord of which bears N. 24° 47' 24" E, a chord distance of 241.89 feet to the point of beginning and containing 4.281 acres of land, more or less.

Excepting from said 4.281-acre tract described above as "Parcel Four" the following 0.913-acre tract.

SITUATE IN THE CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO, AND BEING 0.913 ACRES OF LAND OUT OF A 4.281 ACRE TRACT CONVEYED TO NORTHCREST CD. IN DEED BOOK 2880, PAGE 304, FRANKLIN COUNTY RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 4.281 ACRE TRACT, BEING ON THE SOUTHEASTERLY LINE OF GETTYSBURG ROAD; THENCE WITH SAID LINE OF GETTYSBURG ROAD

NORTH 27°29'20" EAST 236.89 FEET TO A POINT; THENCE LEAVING SAID SOUTHEASTERLY LINE OF GETTYSBURG ROAD, AND WITH A LINE PARALLEL TO THE SOUTH LINE OF SAID 4.281 ACRE TRACT

SOUTH 86°42'36" EAST 135.58 FEET TO A POINT; THENCE WITH A LINE PARALLEL TO AN EAST LINE OF SAID 4.281 ACRE TRACT

SOUTH 03°17'24" WEST 216.08 FEET TO A POINT IN THE SOUTH LINE OF SAID 4.281 ACRE TRACT; THENCE WITH SAID SOUTH LINE

NORTH 86°42'36" WEST 232.69 FEET TO THE POINT OF BEGINNING, CONTAINING 0.913 ACRES OF LAND, MORE OR LESS, SUBJECT HOWEVER, TO ALL LEGAL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

Leaving 3.368 acres of land in Parcel Four, more or less, subject, however, to all legal easements, rights of way and restrictions of record.

NO PLAT REQUIRED  
DEPARTMENT OF DEVELOPMENT  
CITY OF COLUMBUS, OHIO

DATE 8/21/1978

W. Jack Mudd  
DIRECTOR

BY: [Signature]

CONDITIONS:

78-131 This lot split approval only pertains to the 0.913 acre parcel which is described above.

## EXHIBIT B

<u>Building</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>% interest in Common Area</u>
39	1748	3	.5152
	1750	3	.5158
38	1749	3	.5152
	1751	3	.5158
40	1752	2B	.4754
	1754	2B	.4715
	1756	2B	.4715
	1758	2B	.4715
	1760	2B	.4715
	1762	2B	.4715
	1764	2B	.4715
	1766	2B	.4715
	1768	2B	.4754
37	1753	2B	.4754
	1755	2B	.4715
	1757	2B	.4715
	1759	2B	.4715
	1761	2B	.4715
	1763	2B	.4715
	1765	2B	.4715
	1767	2B	.4715
	1769	2B	.4754
36	1770	3	.5118
	1772	3	.5147
	1774	2B	.4754
	1776	2B	.4754
	1778	2B	.4754
	1780	2B	.4754
	1782	2B	.4754
	1784	3	.5147
	1786	3	.5152
33	1771	3	.5152
	1773	3	.5147
	1775	2B	.4754
	1777	2B	.4754
	1779	2B	.4754
	1781	2B	.4754
	1783	2B	.4754
	1785	3	.5147
	1787	3	.5152
35	1788	3	.5158
	1790	3	.5158
34	1789	3	.5158
	1791	3	.5158
32	1792	2B	.4754
	1794	2B	.4715
	1796	2B	.4715
	1798	2B	.4754
31	1793	2B	.4754
	1795	2B	.4715
	1797	2B	.4715
	1799	2B	.4754
29	1800	3	.5158
	1802	3	.5158

<u>Building</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>% interest in Common Area</u>
28	1801	3	.5158
	1803	3	.5158
30	1804	3	.5152
	1806	3	.5147
	1808	2B	.4754
	1810	2B	.4754
	1812	2B	.4754
	1814	2B	.4754
	1816	3	.5118
27	1805	3	.5152
	1807	3	.5147
	1809	2B	.4754
	1811	2B	.4754
	1813	2B	.4754
	1815	2B	.4754
	1817	3	.5152
26	1818	3	.5118
	1820	2B	.4754
	1822	2B	.4754
	1824	2B	.4754
	1826	2B	.4754
	1828	3	.5147
	1830	3	.5152
23	1819	3	.5152
	1821	2B	.4754
	1823	2B	.4754
	1825	2B	.4754
	1827	2B	.4754
	1829	3	.5147
	1831	3	.5152
25	1832	3 (FP) *	.5198
	1834	3 (FP) *	.5198
24	1833	3 (FP) *	.5198
	1835	3 (FP) *	.5198
22	1836	2B	.4754
	1838	2B	.4715
	1840	2B	.4715
	1842	2B	.4754
21	1837	2B	.4754
	1839	2B	.4715
	1841	2B	.4715
	1843	2B	.4754
20	1844	3	.5147
	1846	3	.5147
	1848	2B	.4754
	1850	2B	.4754
	1852	2B	.4754
	1854	2B	.4754
	1856	2B	.4754
	1858	3	.5147
1860	3	.5118	

\* Fireplace Unit



<u>Building</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>% interest in Common Area</u>
19	1845	3	.5147
	1847	3	.5152
	1849	2B	.4754
	1851	2B	.4754
	1853	2B	.4754
	1855	2B	.4754
	1857	2B	.4754
	1859	3	.5147
	1861	3	.5152
	18	1862	3
1864		3	.5147
1866		2B	.4754
1868		2B	.4754
1870		2B	.4754
1872		2B	.4754
1874		2B	.4754
1876		3	.5147
1878		3	.5147
17		1863	3
	1865	3	.5147
	1867	2B	.4754
	1869	2B	.4754
	1871	2B	.4754
	1873	2B	.4754
	1875	2B	.4754
	1877	3	.5147
	1879	3	.5147
	16	1880	2A
1882		2A	.4664
1884		2A	.4664
1886		2A	.4704
15	1881	2A	.4704
	1883	2A	.4664
	1885	2A	.4664
	1887	2A	.4704
13	1888	3	.5152
	1890	3	.5152
12	1889	3	.5152
	1891	3	.5152
14	1892	3	.5152
	1894	3	.5147
	1896	2A	.4704
	1898	2A	.4704
	1900	2A	.4704
	1902	2A	.4704
	1904	3	.5118
11	1893	3	.5152
	1895	3	.5147
	1897	2A	.4704
	1899	2A	.4704
	1901	2A	.4704
	1903	2A	.4704
	1905	3	.5152

<u>Building</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>% interest in Common Area</u>
10	1906	3	.5118
	1908	2A	.4704
	1910	2A	.4704
	1912	2A	.4704
	1914	2A	.4704
	1916	3	.5147
	1918	3	.5152
7	1907	3	.5152
	1909	2A	.4704
	1911	2A	.4704
	1913	2A	.4704
	1915	2A	.4704
	1917	3	.5147
	1919	3	.5152
9	1920	3	.5152
	1922	3	.5152
8	1921	3	.5152
	1923	3	.5152
6	1924	2A	.4704
	1926	2A	.4664
	1928	2A	.4664
	1930	2A	.4704
5	1925	2A	.4704
	1927	2A	.4664
	1929	2A	.4664
	1931	2A	.4704
3	1932	3	.5158
	1934	3	.5158
2	1933	3	.5158
	1935	3	.5158
4	1936	3	.5158
	1938	3	.5152
	1940	2A	.4754
	1942	2A	.4754
	1944	2A	.4754
	1946	2A	.4754
	1948	2A	.4754
	1950	3	.5147
	1952	3	.5152
1	1937	3	.5158
	1939	3	.5152
	1941	2A	.4754
	1943	2A	.4754
	1945	2A	.4754
	1957	2A	.4754
	1949	3	.5158
			100.0000%

BY-LAWS  
(Code of Regulations)  
OF  
HENDEREED VILLAGE CONDOMINIUM ASSOCIATION

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ARTICLE I

NAME AND LOCATION

The name of the association is HENDEREED VILLAGE CONDOMINIUM ASSOCIATION, (the "Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners association for Hendereed Village Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit owners (members) and of the Trustees (Board of Managers) of the Association shall be at such place in Franklin County, Ohio, as the Trustees may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium of Hendereed Village Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

MEETINGS AND VOTING OF UNIT OWNERS

Section 1. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Trustees.

Section 2. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Trustees or upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners.

Section 3. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The Unit owners present at any duly called and noticed meeting shall constitute a quorum for such meeting...

Section 5. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 6. Voting Power. Except as otherwise provided in the Declaration, these By-Laws, the Articles, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided herein or in the aforesaid documents. Any action that could be taken by Unit owners at a meeting by vote of a majority of the voting power of Unit owners present, may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners.

#### ARTICLE IV

##### BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Initial Trustees. The Trustees shall initially be those named in the Articles, or substitutes or additional Trustees selected by Declarant, who shall serve for the period specified therein.

Section 2. Successor Trustees. At the meeting of Unit owners at which the Trustees selected by Declarant are to be replaced by Trustees to be elected for terms commencing at that time, the Unit owners shall elect six Trustees, two for terms expiring at the next annual meeting of members, two for terms expiring at the second annual meeting of members following this first election, and two for terms expiring at the third annual meeting of members following this first election. At each annual meeting of members following this first election, the Unit owners shall elect two Trustees for terms of three (3) years each to replace the Trustees whose terms then expire. From and after the time the Unit owners first elect Trustees, the Unit owners, by vote of those exercising a majority of the voting power of Unit owners, may change the number and terms of office of the Trustees.

Section 3. Removal. Excepting only Trustees (including initial and substitute or additional Trustees) named in the Articles or selected by Declarant, any Trustee may be removed from the Board of Trustees ("the Board"), with or without cause, by a majority vote of the Unit owners, and a successor to such Trustee being elected at that same meeting. In the event of death, resignation or removal of a Trustee other than one named in the Articles or selected by Declarant without the election of a successor Trustee at that same meeting, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles or selected by it, and select the successor of any Trustees selected by it who dies, resigns, is removed or leaves office for any other reason before the first election of Trustees.

Section 4. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his, her or its actual expenses incurred in the performance of duties.

Section 5. Action Taken Without A Meeting. The Board shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for the election of Trustees to be elected by the Unit owners shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS AND VOTING OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three (3) Trustees, after not less than three (3) days notice to each Trustee.

Section 3. Quorum and Voting. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall constitute a binding act or decision of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board shall exercise all powers and authority under law, and under the provisions of the Articles, these By-Laws, and the Declaration, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Declaration, and these By-Laws;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;

- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration, these By-Laws, or the Articles);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles, and the Declaration); and
- (j) do all things and take all actions permitted to be taken by the Association by law, the Declaration, these By-Laws, and the Articles, not specifically reserved thereby to others.

Section 2. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at the annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-fourth (1/4) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of assessments against each Unit as provided therein;
  - (ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and
  - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law, the Articles, the Declaration and these By-Laws.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution establish.

Section 2. Selection and Term of Officers. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be such duties as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written agreements.
- (b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act.
- (c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, and keep appropriate current records showing the names of Unit owners of the Association together with their addresses.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Unit owners at the annual meeting, and deliver or mail a copy of each to each of the Unit owners.

ARTICLE IX

COMMITTEES

The Board may appoint an Architectural Control Committee to act and have authority as provided in the Declaration, and shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE XI

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth there-



in, and shall be effective from the time a certificate setting forth such modification or amendment is delivered to the Recorder of Franklin County for record.

IN TESTIMONY WHEREOF, the undersigned, the Declarant of Hendered Village Condominium and the sole member of Hendered Village Condominium Association, has caused these By-Laws (which also serve as the Code of Regulations of Hendered Village Condominium Association), to be duly adopted on or as of the 19<sup>th</sup> day of July, 1978.

HENDEREED VILLAGE LTD.

By 

William Deegan  
Managing Partner

This instrument prepared by Kenton L. Kuehnle, attorney at law,  
50 West Broad Street, Columbus, Ohio 43215.