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MONTGOMERY CO., OHIO
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FOR MAPS SEE PLAT BK. III
PGS 23 thru 23

DECLARATION OF CONDOMINIUM

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

CARROLLTON WOODS CONDOMINIUM

Prepared by:

JAMES R. GOULD
of the law firm of
Brumbaugh, Corwin & Gould
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

ALTICK + CORWIN
1300 TALBOTT TOWER
DAYTON, OHIO 45402

A copy of the condominium
documents and drawings has
been filed with the office
of the Auditor of Montgomery
County, Ohio on this ____ day
of _____, 1980.

Montgomery County Auditor

BY _____ 09. 27 JEC

All condominium drawings are recorded in Plat Book III at
Page(s) 23-23 and reduced copies of those drawings are attached
to this Declaration.

80 407A01

This instrument prepared by: JAMES R. GOULD, of the law firm of Brumbaugh, Corwin & Gould, 1300 Talbott Tower, Dayton, Ohio 45402, Telephone: 513/223-1201, for the exclusive use of ASHLAR DEVELOPMENT SYSTEMS, an Ohio general partnership with its principal offices in Montgomery County, Ohio, and solely for use with regard to the specific parcel of real estate described in Exhibit A-1 to the Declaration which established CARROLLTON WOODS CONDOMINIUM. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, financing, or insuring of any condominium unit contained in this plan or the administration or management of that condominium development.

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20 407A02

TABLE OF CONTENTS

Page No

RECITALS

			1
Section	1	Recitals as a Part of this Declaration	1
	1.1	Identification of Developer	1
	1.2	Name of this Condominium	1
	1.3	Purpose of this Condominium	1
	1.4	Developer Owns Fee Simple Title	2
	1.5	Legal Description of Property	2
	1.6	Restrictions Upon Use of Condominium Property	2
	1.7	Condominium not a Subdivision	2
	1.8	Drawings of any Building	2

DECLARATION

			3
Section	2	Declaration that Property is Subject to Condominium Statutes	3
	2.1	All Uses and Transfers Subject to Condominium Declaration	3
	2.2	An Expandable Condominium	3

DEFINITIONS

			4
Section	3	Definitions for this Condominium	4
	3.1	Association Property	4
	3.2	Common Areas and Facilities	4
	3.3	Common Assessments	5
	3.4	Common Expenses	5
	3.5	Common Losses	5
	3.6	Common Profits	5
	3.7	Common Surplus	5
	3.8	Condominium Development	5
	3.9	Condominium Instruments	5
	3.10	Condominium Ownership Interest	6
	3.11	Condominium Plan	6
	3.12	Condominium Property	6
	3.13	Declarant	6
	3.14	Limited Common Area	6
	3.15	Unit	6

Section	3.16	Unit Owner	7
	3.17	Unit Owners' Association	8
		(a) Board of Managers	8
		(b) By-Laws	8
	3.18	Additional Property	8

DESCRIPTION OF BUILDING(S)

Section	4	Description of any and all Buildings Included in this Condominium Plan	9
	4.1	Number of Buildings	9
	4.2	Location of Buildings	9
	4.3	Principal Materials Used in the Buildings	9
	4.4	Mechanical Equipment	9
	4.5	Number of Stories	9

DESCRIPTION OF UNITS

Section	5	Data Necessary for the Proper Description of Units Contained in this Condominium	10
	5.1	Reference to Previous Definition	10
	5.2	Designation of Each Unit	10
	5.3	Location of Each Unit	10
	5.4	Approximate Area and Number of Rooms	10
	5.5	Access to Common and Limited Common Area	10
	5.6	Number of Units	10

DESCRIPTION OF COMMON AREA

Section	6	Description of Common Area	11
	6.1	Reference to Previous Definition	11
	6.2	Specific Facilities Within any Building Which Constitute Part of the Common Area	11
	6.3	Grounds and Facilities Outside any Building Which Constitute Part of the Common Area	11

DESCRIPTION OF LIMITED COMMON AREA

Section	7	Description of Limited Common Area Contained in this Condominium Plan	12
	7.1	Reference to Prior Definition	12
	7.2	Part of the Common Area	12
	7.3	Air Conditioning	12
	7.4	Exterior Light Fixtures	12
	7.5	Patios and Balconies	13
	7.6	Each Unit Owner Responsible for Maintenance	13

14

PERCENTAGE INTEREST IN THE COMMON AREA

Section	8	Percentage Interest of Each Unit of the Herein Created Condominium	14
	8.1	Percentage Interest Based on Size of Each Unit	14
	8.2	Unanimous Approval for Changes in Percentage	14
	8.3	No Separation of the Unit from the Common Area	14
	8.4	Language in Deeds and Mortgages	14
	8.5	Percentage Interest Held by Each Unit	14

MISCELLANEOUS PROVISIONS CONCERNING COMMON AREA

Section	9	Miscellaneous Provisions Concerning the Common Area	15
	9.1	No Partition of the Common Area	15
	9.2	Use and Enjoyment	15
	9.3	No Waiver, No Release	15

MISCELLANEOUS PROVISIONS CONCERNING UNITS

Section	10	This Portion of the Declaration Sets Forth Certain Miscellaneous Rights and Provisions Concerning Units	16
	10.1	Exit to a Public Street or Highway	16
	10.2	Each Unit is a Form of Real Estate	16
	10.3	Separate Parcel for Real Estate Taxation Purposes	16
	10.4	Real Estate Taxes on Common Area	16
	10.5	Release of Liens Prior to Conveyance	16
	10.6	Right of Ownership and Possession	17
	10.7	Right of Use and Enjoyment	17
	10.8	No Partition or Sub-Division of Units	17

PROPERTY RIGHTS AND LIMITATIONS

Section 11	Rights in the Condominium Property and Limitations	18
11.1	Rights in Common Area and Association Property	18
11.2	Delegation of Use Rights	18
11.3	Ingress and Egress	18
11.4	Various Restrictions Upon the Rights of Use and Enjoyment in and to the Common Area and Association Property	18
(a)	Rules and Regulations	19
(1)	Written Notice of Rules and Regulations	19
(2)	Appeal to Review Committee	19
(3)	Time for Appeal; Written Presentation	20
(4)	Time for a Written Presentation of Answer to Appeal	20
(5)	Hearing on Appeal, Procedures, and Decision	20
(b)	Limitations Upon Guests	20
(c)	Penalties for Violations	21
(1)	Suspension of Voting Rights	21 (
(2)	Suspension of Use of Parking Facilities	21
(3)	Suspension of Right to Use Common Area	21
(d)	Mortgages	
(e)	Use of Common Area Parking Spaces, Facilities	21 A
(f)	Fees and Charges Included with Assessments	21 A

MEMBERSHIP IN UNIT OWNERS' ASSOCIATION

Section 12	Identification and Existence of Association	22
12.1	Every Unit Owner to be a Member, and Vice-Versa	22
12.2	Voting Rights	22
12.3	Authority of Declarant to Appoint and Remove Trustees and Officers and to Exercise the Powers and Duties of the Association	22
(a)	Special Meeting for Election	22

	(b) Staggered Terms of Trustees; Cumulative Voting Permitted	23
	(c) Election of Trustees Results in Election of Officers, Through Representative Democracy	23
Section 12.4	Rights of Members of the Assoc- iation to Elect Trustees Prior to Expiration of the Appointive Powers Held by Declarant	23
	(a) 25% Ownership Elects 25% of Trustees	24
	(b) Special Meeting for Election	24
	(c) 50% Ownership Elects 33 1/3% of Trustees	24
	(d) Special Meeting for Election	24
	(e) Time When Owners Take Control of the Association	24
		25

ASSESSMENTS

Section 13	Assessment Procedures and Amounts	25
13.1	Obligation of Owners to Pay Assess- ments	25
13.2	Preparation of Estimated Budget	25
13.3	Monthly Assessments to Pay Estimated Budget of Common Expenses	25
13.4	Variation in Monthly Assessment Installments	26
13.5	When Monthly Assessments are Payable	26
13.6	Failure to Prepare Estimated Budget, Failure to Receive Notice	26
13.7	Special Assessments	27
13.8	Special Individual Unit Assessments	27
13.9	Date of Commencement of Assessments	28
13.10	Late Charges and Interest	28
13.11	Lien for Assessments	28
13.12	Procedure in Filing Lien	28
13.13	Period of Time for Which Assessment Lien is Valid	29
13.14	Dispute as to Amount of Lien	29
13.15	Collection of Assessments, Enforcement of Lien	29
13.16	Personal Liability for Assessments	29
13.17	Abandonment of a Unit	29

Section 13.18	Subordination of the Lien to Mortgages and Real Estate Taxes	30
13.19	Assessment Lien Extinguished by First Mortgage Foreclosure	30
13.20	Purchasers Not Personally Liable for Previous Assessments	30
13.201	Unpaid Assessments Increase Common Expenses for All Owners	30
13.21	Certification of Assessments Due	30 A

MAINTENANCE

Section 14	Maintenance Duties Divided Between the Association and Unit Owners	31
14.1	Maintenance Responsibility of the Association for Common Area and Association Property	31
14.2	Maintenance Caused by Negligent or Intentional Acts	31
14.3	Maintenance Responsibility of the Association as to Units	31
14.4	Maintenance Responsibility of Unit Owners as to Units and Limited Common Area	31

OBSOLESCENCE AND REHABILITATION

Section 15	Possibility that Condominium May Become Obsolete	32
15.1	Decision as to Obsolescence	32
15.2	Procedure for Rehabilitation	32
15.3	Optional Buy-Out Procedure	32

DAMAGE TO OR DESTRUCTION OF CONDOMINIUM PROPERTY

Section 16	Applicability to Various Types of Property	33
16.1	Repair of Common Area and Association Property	33
16.2	Repair of Unit(s) and Limited Common Area	33
16.3	Decision Not to Repair Common Area	34

35

EASEMENTS

Section 17	The Following Easements are Hereby Granted, Created or Reserved Throughout, Across, Over and Under Various Portions of the Property	35
17.1	Easements for Repair, Maintenance and Restoration	35
17.2	Easement for Encroachments	35
17.3	Easement for Support	35
17.4	Utility and Service Easements	36
17.5	Easement of Ingress and Egress	
17.6	Power of Association to Grant Easements in the Common Area	36
17.7	Responsibility for Damage from Exercise of Easement Rights	36
17.8	Development and Construction of Easement	36
		37

USE AND OCCUPANCY

Section 18	Restrictions Upon Use and Occupancy of the Condominium Property	37
18.1	Nuisances	37
18.2	Animals, Pets	37
18.3	Impairment of Structural Integrity; Changes in Appearance	38
18.4	Hazardous Uses and Waste	38
18.5	Residential Usage	39
18.6	Guests and Visitors	39
18.7	No Roomers or Boarders	39
18.8	Home Occupations	40
18.9	Trucks, Trailers and Boats	40
18.10	Signs	
18.11	Exterior Wiring, Antennas, Equipment	40
18.12	Additional Structures	41
18.13	Surfaces of Buildings, Common Area, and Limited Common Area	41
18.14	Obstruction and Storage	41
18.15	Alteration of Units	41
18.16	Rental of Units	
18.17	Interference with Maintenance by Association	42
18.18	Rules and Regulations	42
18.19	Completion of Work on Additional Property	42
18.20	Sales and Management Facilities	42
18.21	Variances from Restrictions	42

ARCHITECTURAL CONTROL

Section	19	Association to Control Architectural Appearance	43
	19.1	Architectural Committee	43
	19.2	Plans and Specifications to be Submitted	43
	19.3	Disapproval of Plans and Specifications	43

ARBITRATION

Section	20	Disputes Between Owners (Other than Declarant)	44
	20.1	Disputes Between Association and Owners; Disputes Between Declarant and Owners	44

INSURANCE

Section	21	Insurance Carried Upon the Condominium Property	45
	21.1	Against Liability from Common Areas or Association Property	45
	21.2	Against Fire and Extended Coverage Risks to Buildings and Structures	45
	21.3	Trustee as Beneficiary	46
	21.4	Possibility of Termination of Condominium Plan	46
	21.5	Liability, Fire and Extended Coverage Insurance Purchased by Unit Owners	46
	21.6	Responsibility for Reconstruction and Repair	47
	21.7	Estimates and Bids	47
	21.8	Disbursement of Insurance Proceeds	47
	21.9	Insurance Trustee May Rely upon Certificate from Association	47
	21.10	Delegation to Association	47
	21.11	Fees and Expenses of Insurance Trustee	48
	21.12	Lapse of Insurance Coverage	48
	21.13	Flood Insurance at Option of First Mortgagee	48
	21.14	Fidelity Bond Coverage	48

GENERAL PROVISIONS

			49
Section	22	The Following General and Miscellaneous Provisions Shall Constitute a Part of the Condominium Plan	49
	22.1	Notice to First Mortgagees of Default	49
	22.2	Right of First Mortgagees to Examine Association Records	49
	22.3	Prior Written Approval of First Mortgagees or Owners	49
	22.4	Compliance with Condominium Statutes and Laws	49
	22.5	Abandonment or Termination of Condominium Plan	50*
	22.6	Severability	50*
	22.7	Costs of Enforcement	50
	22.8	Local Government Assessments	50
	22.9	No Waiver or Estoppel	51
	22.10	Time Limits	51
	22.11	Interpretation	51
	22.12	Statutory Agent for Association	51
	22.13	Covenants Running with the Land	51
	22.14	Taking of Condominium Property by Eminent Domain	52
	22.15	Amendment of Declaration	52
	22.16	Amenities Included in the Condominium Plan; All Common Use Property is Common Area	53
	22.17	Deposit or Down Payment Held in Trust or Escrow	54
	22.18	Declarant Will not Retain a Property Interest in the Common Area	54
	22.19	Professional Management; Miscellaneous Agreements with Declarant	54
	22.20	Warranties of Declarant	54
	22.21	Assessment Obligations of the Declarant	55
	22.22	Non-Liability of Declarant, Except for Warranties	55
	22.23	Notice to Federal Home Loan Mortgage Corporation	56
	22.24	Annexation of Additional Property	56
		(a) Time Limit for Expansion	56
		(b) Additional Property	56
		(c) Development Plan for Expansion	56
		(d) Location of Improvements; Density	57

(e)	Replatting of Additional Property	57
(f)	No Requirements that Particular Portions of the Additional Property Must Be Added	57
(g)	Maximum and Minimum Number of Units on the Additional Property; Minimum and Maximum Interests in the Common Area	58
(h)	No Off-Site Facilities	58
(i)	All Land Units Exclusively for Residential Use	58
(j)	Compatibility of Quality, Materials and Architectural Style	58
(k)	Improvements Other than Structures	58
(l)	Additional Common, and Limited Common, Area	59
(m)	Method of Expanding this Condominium Plan	59
(n)	Liens from Additional Property Have No Adverse Effect on Existing Owners or First Mortgages	59
22.25	Association to Make Documents Available	59
	Signature Page	60

EXHIBITS

Exhibit A-1	Description of Real Estate Included
Exhibit B-1	Condominium Drawings
Exhibit C-1	Description of Additional Land that May be Added in the Future
Exhibit D-1	Development Plan

DECLARATION OF CONDOMINIUM

FOR

CARROLLTON WOODS CONDOMINIUM

This Declaration of Condominium is made and entered into on the day and year set forth on the signature page of this Declaration, immediately above the execution of the Declarant.

RECITALS

Section 1. Recitals as a Part of this Declaration. The following Recitals shall be deemed to constitute a part of the within Declaration of Condominium.

Section 1.1. Identification of Developer. The real estate developer who is creating and imposing this plan for condominium ownership and who is placing these covenants, conditions, easements and restrictions upon the real estate, buildings and improvements subsequently described in this Declaration is as follows:

Ashlar Development Systems, an Ohio general partnership which has its principal office at 100 Commerce Park Drive, Dayton, Ohio 45404, the sole members of which are William A. Miller and Delno Merrick, Jr., both general partners.

Section 1.2. Name of this Condominium. The name by which this Condominium Development shall be known is Carrollton Woods Condominium.

Section 1.3. Purpose of this Condominium. The purpose of this Declaration of Condominium and of the plan for condominium ownership created thereby is to submit certain real property hereinafter described and all buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 5311 of the Revised Code of Ohio as Condominium Property, and thereby:

(a) To divide portions of said Condominium Property into certain residential Condominium Units, the fee simple title to which may be conveyed to and owned by separate Owners, so as to create a horizontal condominium project in which no part of a residential Unit extends over or under another residential Unit; and to create an expandable condominium project which may be increased in size by the Declarant; and ?

(b) To designate other portions of said Condominium Property as Common or Limited Common Areas to be owned in undivided interests as tenants in common by those persons who own the various Condominium Units; and to provide for the possibility of expansion of this Condominium Development with additional Units and more Condominium Property; and

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(c) To impose certain covenants, conditions, easements and restrictions upon said Condominium Property; and

(d) To provide for the preservation of values of said Units and said Common and/or Limited Common Areas; and

(e) To provide for the management, operation and maintenance of the Condominium Property; and

(f) To provide the owners and residents of said Condominium Units with the enjoyment of use and occupancy.

Section 1.4. Developer Owns Fee Simple Title. The Developer is the owner of the fee simple title to the real estate described in Exhibit A-1 of this Declaration, which real estate is to be submitted to the provisions of Chapter 5311 of the Revised Code of Ohio by and through this Declaration of Condominium.

Section 1.5. Legal Description of Property. The legal description of the real estate submitted to condominium ownership through this Declaration is set forth in Exhibit A-1 which is a part of this Declaration.

Section 1.6. Restrictions Upon Use of Condominium Property. The restrictions upon the use or uses of the Condominium Property and the Units situated thereon, as required by Ohio Revised Code Section 5311.05 (B) (3) to be stated in the Declaration, are set forth throughout this Declaration, particularly in (but not limited to) the provisions of Section 18.

Section 1.7. Condominium not a Subdivision. As provided in the Ohio Revised Code Section 5311.02, neither the submission of this real estate to the provisions of the Ohio Condominium Statutes by the filing of the Declaration of Condominium, nor the conveyance or transfer of a condominium ownership interest constitutes a subdivision within the meaning of, or is subject to, Chapter 711 of the Revised Code of Ohio which deals with the subdivision and platting of real estate.

Section 1.8. Drawings of any Building. Attached to this Declaration and an integral part of it are drawings required by Ohio Revised Code Section 5311.07 which show graphically insofar as is possible all the particulars of the land, buildings and other improvements including, but not limited to, the lay-out, location, designation and dimensions of each Unit and of the Common and Limited Common Areas, the location and dimension of all appurtenant easements or encroachments. Those drawings, which are identified as Exhibit B-1, bear the certified statement of a registered surveyor and registered architect, or registered surveyor and licensed professional engineer, that the drawings accurately show any and all buildings as constructed. The drawings also indicate which improvements, if any, have been begun but have not been substantially completed by the use of the phrase "(Not Yet Completed)."

DECLARATION

Section 2. Declaration that Property is Subject to Condominium Statutes. The Developer hereby makes, establishes and declares the following Declaration of Condominium Ownership of and for the property referred to in the above Recitals and described in Exhibit A-1 of this Declaration and every building, improvement and structure thereon and all easements, rights and appurtenances belonging thereto pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Section 2.1. All Uses and Transfers Subject to Condominium Declaration. The Developer further declares that all of said real property, every building, improvement and structure thereon, and all easements, rights and appurtenances belonging thereto shall be used, held, transferred, sold, conveyed, devised, bequeathed, encumbered, pledged, occupied, enjoyed, rented and leased subject to the terms, covenants, conditions, easements and restrictions of this Declaration, including the above Recitals.

Section 2.2. An Expandable Condominium. The Declarant hopes to add additional property to this Condominium Plan in the future in the form of additional Common Area, additional Units and Limited Common Area; and the Declarant has committed itself to add a minimum of 60 additional Units (situated on land subsequently described herein and referred to as the Additional Property) through expansion of this Condominium Plan. Because this Declaration reserves and grants certain rights to expand this condominium by the addition of more Condominium Property and more Units, it falls within the definition of an Expandable Condominium as set forth in Chapter 5311 of the Ohio Revised Code.

DEFINITIONS

Section 3. Definitions for this Condominium. As used in this Declaration or in any amendment to it the following words shall have the meaning set forth below; and, except as specifically provided to the contrary herein or in amendments hereto or in the Ohio Revised Code, this Declaration and the Condominium Plan described below shall be interpreted according to the definitions set forth herein.

Section 3.1. Association Property shall mean, refer to and include any interests in real or personal property owned, leased or rented by the Unit Owners' Association. If the Association is the Owner of any Unit it shall have all the rights, privileges, duties and obligations of a Unit Owner under this Condominium Plan.

Section 3.2. Common Areas and Facilities shall mean, refer to and include for the purposes of this Condominium Plan only the following parts of the Condominium Property (which may be referred to in this Declaration simply as Common Area):

- (a) The land described in Exhibit A-1 to this Declaration.
- (b) All other areas, facilities, places, structures, easements, rights and appurtenances that are not part of a Unit and that are not part of Association Property including but not limited:
 - (1) The foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, exits, wiring, pipelines, and common antenna systems of any buildings or improvements;
 - (2) Any yards, gardens, unenclosed parking areas, fences, landscaping materials and vegetation;
 - (3) Installations of central services which serve more than one unit such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
 - (4) Tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use or for use by more than one Unit;
 - (5) All other parts of the Condominium Property necessary or convenient to the common existence, maintenance or safety of the Unit, or normally in common use, or that have been designated as Common Area in this or any other portion of the Condominium Instruments.

Section 3.3. Common Assessments shall mean, refer to and include assessments charged proportionately against all Units for common purposes.

Section 3.4. Common Expenses shall mean, refer to and include those expenses designated as such in Chapter 5311 of the Revised Code of Ohio, as amended from time to time, together with all expenditures of the Association in the performance of its duties and/or in the exercise of its powers, and/or for administration, maintenance, operation, repair and replacement of the Common Area and of any Association Property, excepting any expenditures charged by the Association as a Special Individual Unit Assessment as described in Section 13.8 of this Declaration. Common Expenses shall also include charges for gas, water, sewer and other utilities and services to the Common Area, Association Property and any Unit which are not separately metered to such Unit; and amounts set aside for the creation of accounting reserve funds for maintenance, repairs and replacement of those portions of the Common Area or Association Property that must be replaced on a periodic basis; and shall include any other expenditures defined or referred to as such in this Declaration. The Common Expenses shall be charged to Unit Owners according to the percentages of interest in the Common Area attributed to their respective Units.

Section 3.5. Common Losses shall mean, refer to and include the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

Section 3.6. Common Profits shall mean, refer to and include the amount by which the total income received from assessments charged for special benefits to specific units, rents received from rentals of equipment or space in Common Areas, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

Section 3.7. Common Surplus shall mean, refer to and include the amount by which Common Assessments collected during any period exceed Common Expenses.

Section 3.8. Condominium Development means, under Ohio Law, a Condominium Property which two or more Units used for residential dwelling purposes, together with undivided interests in the Common Area of that Condominium Property are offered for sale pursuant to a common promotional plan.

Section 3.9. Condominium Instruments shall mean, refer to and include the Declaration and accompanying drawings and plans, the By-Laws of the Unit Owners' Association, any contracts pertaining to the management of this Condominium Property, and all other documents, contracts or instruments establishing ownership of or exerting control over this Condominium Property or any Unit herein, and the Articles of Incorporation of the Association. In the event of any conflict between these Articles and this Declaration, the Declaration shall control.

Section 3.10. Condominium Ownership Interest shall mean, refer to and include a fee simple estate, or a ninety-nine year leasehold estate renewable forever, in a Unit, together with an appurtenant undivided interest in the Common Area.

Section 3.11. Condominium Plan shall mean, refer to and include all of the terms, conditions, covenants, easements, restrictions and miscellaneous provisions established by and through the Condominium Instruments, including the Articles of Incorporation of the Unit Owners' Association and any rules or regulations subsequently issued by that Association, and also together with the provisions of the Condominium statutes contained in Chapter 5311 of the Revised Code of Ohio as the same may be amended from time to time.

Section 3.12. Condominium Property shall mean, refer to and include a tract of real estate described in Exhibit A-1 of this Declaration, all buildings, improvements, and structures on that real estate, and all easements, rights and appurtenances belonging thereto. All of such Condominium Property is sometimes referred to herein as the Property.

Section 3.13. Declarant shall mean, refer to and include the person(s), partnership(s), corporation(s) and/or every other entity identified in Section 1.1 as the Developer of this particular condominium project, and any successors and assigns of such Developer to whom the status and rights of Declarant are expressly transferred and who expressly assume that status and those rights.

Section 3.14. Limited Common Area shall mean, refer to and include those portions of the Common Area which are described in Section 7 of this Declaration and/or which are designated on Exhibit B-1 as Limited Common Area. Every portion of such Limited Common Area is either separate from any other portion of such area or, if touching some such other portion, is separated from it by a boundary line appearing on Exhibit B-1 of this Declaration or by a physical barrier. Every portion of the Limited Common Area delineated by such total separation or by such a boundary line or physical barrier is hereby designated as being reserved for the exclusive use of the Condominium Unit with which it is contiguous; and every portion of the Limited Common Area which is not contiguous with any Unit is reserved for the exclusive use of the Unit which is solely benefited and served by such portion.

Section 3.15. Unit shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (I), a part of the Condominium Property consisting of one or more rooms on one or more floors of a building or buildings, and in this particular Condominium Plan the word "Unit" shall be construed to mean, refer to and include each Unit located on the premises as depicted on Exhibit B-1, with detailed plans for each such Unit also being set forth in said Exhibit B-1. The boundaries of each such Unit shall in any event extend to and include the following items:

(a) The underside of the dry wall, sheet rock, wood plaster, paneling, carpeting and carpet padding, tile or other material which forms the finished interior surface of its perimeter walls, floors and ceilings;

(b) The inside and outside of all windows, window sashes, doors, and door frames in the perimeter walls of a Unit (including garage doors and frames, if a garage is included within a Unit and including all storm and screen doors and windows, if any) and the space occupied thereby, including glass, wood, hardware and other materials forming a portion of such windows, sashes, doors, screens and frames;

(c) All fixtures and appliances, utility and service lines, mechanical, electrical, plumbing, heating and air cooling systems and all other equipment and systems located within the bounds of the Unit as described herein and installed for the sole and exclusive use of such Unit;

(d) All other materials, items, substances or things attached to and made a part of the structure of the building and situated within the bounds of the Unit as defined herein, subject, however, to the provisions that supporting walls and any equipment and/or other substances, materials and things within the boundaries of a Unit which are necessary for the existence, support, maintenance, safety or comfort of any other portion of the building or any other Unit, or which are used for the existence, support, maintenance, safety or comfort of any other Unit, shall be subject to the protective and maintenance easements described in this Declaration and shall not be used to the detriment of any portion of the remainder of the total Condominium Property;

(e) To the extent that the drawings attached to and made a part of this Condominium Declaration (as Exhibit B-1) set forth certain elevations pertaining to any of the Condominium Units included herein, such elevations shall be deemed to set the upper and/or lower boundaries of the Unit.

Section 3.16. Unit Owner, or simply Owner, shall mean, refer to and include all persons, firms, corporations or other entities owning the fee simple estate in a Unit. For the purposes of this Condominium Plan the word "Owner" also shall be deemed to include any purchaser on a land installment contract, as such instruments are defined in Ohio Revised Code Chapter 5313, but only to the extent such a contract is recorded with and by the recorder of the county where the property is situated so as to give record notice of the existence of that contract. "Owner" shall also be deemed to include contract sellers or other forms of executory contracts for the sale of a Unit, but in any event shall be deemed to exclude those persons, firms,

corporations and other entities holding record title or a similar interest merely as security for the performance of an obligation. Except where specific language or the context of some particular portion of the Condominium Instruments indicates to the contrary, the Declarant shall constitute a Unit Owner as long as it falls within this definition.

Section 3.17. Unit Owners' Association shall mean and refer to the organization of all of the Owners of Units in this Condominium Development as referred to in Ohio Revised Code Section 5311.01 (L), and for the purpose of this Carrollton Woods Condominium shall be deemed to be the Ohio non-profit corporation known as Carrollton Condominium Association and its successors and assigns. Said non-profit corporation is known and referred to throughout this Declaration as the Association; and that Association shall administer the Condominium Property; shall receive payment of all assessments and of all income, rents, profits, receipts and revenues from the Common Area; shall pay the Common Expenses; and shall perform all duties required of it and may exercise all powers given to it under this Declaration, under its Articles of Incorporation and under its By-Laws.

(a) Board of Managers, as mentioned in Ohio Revised Code Section 5311.08 (B), shall mean and refer to the Board of Trustees of the above-described Association, and in all respects concerning this Condominium shall be known and referred to as the Board of Trustees, or the Trustees.

(b) By-Laws, which are required by Ohio Revised Code Section 5311.08 (A), shall mean and refer to the By-Laws of the Association, and it is hereby provided that said statutory section shall not control or limit the content of such By-Laws. No modifications of or amendments to said By-Laws shall be valid unless such modifications or amendments are set forth in an amendment to this Declaration and unless such amendment to the Declaration is thereafter filed for record in the same manner as the original Declaration was so filed.

Section 3.18. Additional Property shall mean and refer to land or improvements described in the original Declaration that may be added in the future to this Expandable Condominium Property. Such Additional Property is described in Exhibit C-1 which is attached to and made part of this Declaration.

DESCRIPTION OF BUILDING(S)

Section 4. Description of any and all Buildings Included in this Condominium Plan. A general description of the building or buildings included within this Condominium Plan, as required to be set forth in this Declaration by Ohio Revised Code Section 5311.05 (B) (4), is as follows:

Section 4.1. Number of Buildings. There is one residential building contained in this Condominium Plan, as set forth below:

<u>Building Identification</u>	<u>Units</u>	<u>Type of Units</u>
Building No. 11	61, 62, 63, 64, 65, 66, 67	All bi-level townhouses, including garages and fireplaces

Section 4.2. Location of Buildings. The location of the building upon the Condominium Property is set forth on the plans attached hereto and made a part hereof, marked Exhibit B-1.

Section 4.3. Principal Materials Used in the Buildings. The building is constructed principally of wood and concrete in that the basic method of construction involves concrete slabs and/or poured concrete foundation walls as the basis for wooden framing with wooden siding and cedar trim. Asphalt shingles are used on the roofs with rockwool insulation in the walls and ceilings of living areas. All walks are constructed of concrete and the driveways are constructed of asphalt.

Section 4.4. Mechanical Equipment. Within each Unit included in this building and/or as Limited Common Area installed in and through an exterior wall in each Unit there is an independent gas forced air furnace and independent air conditioning equipment to be used solely for each such Unit and not to be used in common. Part of the air conditioning equipment is located outside the building and constitutes Limited Common Area reserved for the exclusive use of the Unit served by such condenser.

Section 4.5. Number of Stories. The one residential building included in this Condominium Plan is two stories in height, with the plan and drawings attached as Exhibit B-1 setting forth graphic information as to such height.

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DESCRIPTION OF UNITS

Section 5. Data Necessary for the Proper Description of Units Contained in this Condominium. Ohio Condominium Statutes require that this Declaration set forth sufficient information to describe the various Units included in the Condominium Plan, and that information is stated below:

Section 5.1. Reference to Previous Definition. A description of the various Units within this Condominium Plan is contained in part of the definition of "Unit" which is set forth above in Section 3.15.

Section 5.2. Designation of Each Unit. Each Unit is designated separately by an identifying number which constitutes the post office address of that Unit, with each such number being set forth on the drawing of each Unit included in Exhibit B-1.

Section 5.3. Location of Each Unit. The location of each Unit is depicted in the drawings included in Exhibit B-1.

Section 5.4. Approximate Area and Number of Rooms. Exhibit B-1 also sets forth the approximate area of each Unit included in this Condominium Plan, and the number and layout of rooms within each Unit as originally constructed by the Declarant. Unit 61 is a Grand Sierra Model with three bedrooms, a two car garage, a fireplace, and no basement. Unit 62 is a California Model with one bedroom, a one car garage, a fireplace, and no basement. Unit 63 is a Sandalwood Model with two bedrooms, a two car garage, a fireplace, and a basement. Unit 64 is a Tahoe Model with two bedrooms, a two car garage, a fireplace, and a basement. Unit 65 is a Tahoe Model like Unit 63, but with no basement. Unit 66 is a Sandalwood Model like Unit 65, but with no basement. Unit 67 is a Sierra Model with three bedrooms, a two car garage, a fireplace, and a basement.

Section 5.5. Access to Common and Limited Common Area. Each Unit has access to a portion of the Common Area which is immediately adjacent to such Unit; in addition, each Unit may also have access to a portion of Limited Common Area as subsequently described and identified in this Declaration. The relationship of each Unit to Common and Limited Common Areas is depicted on the drawings attached to this Declaration and identified as Exhibit B-1.

Section 5.6. Number of Units. The total number of Units is seven (7).

DESCRIPTION OF COMMON AREA

Section 6. Description of Common Area. It is required by Ohio Revised Code Section 5311.05 (B) (6), that a Condominium Declaration set forth sufficient information and other data so as to identify the Common Area properly, and that material is stated below:

Section 6.1. Reference to Previous Definition. A description of the Common Area is contained in part in the definition of "Common Areas and Facilities" which is set forth above in Section 3.2.

Section 6.2. Specific Facilities Within any Building Which Constitute Part of the Common Area. Each Unit has its independent entrance and exit, and there are no common usage entrance hallways. There are no other rooms or specific facilities set aside as Common Area within any of the buildings, except for various structural and mechanical items as set forth in the definition of Common Area referred to above.

Section 6.3. Grounds and Facilities Outside any Building Which Constitute Part of the Common Area. Every portion of the Condominium Property which lies outside the perimeter walls of any building constitutes Common Area (some of which may or may not be Limited Common Area).

DESCRIPTION OF LIMITED COMMON AREA

Section 7. Description of Limited Common Area Contained in this Condominium Plan. A Declaration of Condominium is required by Ohio Revised Code Section 5311.05 (B) (6) to include a description of the Limited Common Areas and facilities and that description is set forth as follows:

Section 7.1. Reference to Prior Definition. A description of the Limited Common Area is contained in part in the definition of that phrase which is set forth in Section 3.14 of this Declaration.

Section 7.2. Part of the Common Area. As provided by Ohio Revised Code Section 5311.01 (K), all Limited Common Areas are deemed to be a part of the Common Areas and facilities included in the Condominium Plan; but, unlike the remainder of the Common Area, the portions designated as "Limited" are reserved for the exclusive use of a particular Unit to the exclusion of other Units.

Section 7.3. Air Conditioning. Part of the air conditioning equipment which serves each individual Unit is in the form of a compressor which is located outside the building. Each such compressor constitutes Limited Common Area reserved for the exclusive use of the Unit it serves.

Section 7.4. Exterior Light Fixtures. Any exterior light fixtures, together with the bulbs and lighting elements therein, which are mounted on outside walls of a building to serve the front door or any other area of a particular Unit shall constitute Limited Common Area reserved for the exclusive use of the Unit benefited thereby.

Section 7.5. Patios and Balconies. Each Unit has immediate and private access through a doorway into and through the outside structural wall surrounding said Unit to an outside patio or courtyard area between the living area of that Unit and its garage. Further, all Units except 61 and 67 have similar private access to a wooden deck or balcony. Each such patio or courtyard and each such deck or balcony shall constitute Limited Common Area reserved for the exclusive use of the Unit which it adjoins and to which it has such access.

Any fence or railing which borders any such patio or balcony Limited Common Area shall itself constitute general Common Area.

Section 7.6. Each Unit Owner Responsible for Maintenance. Limited Common Area shall be operated and maintained in good condition and repaired or replaced if necessary, all in a manner and appearance satisfactory to the Association, with such operation, maintenance, repair and replacement to be performed by and at the cost of the Owner of the particular Unit for which such Limited Common Area is reserved.

PERCENTAGE INTEREST IN THE COMMON AREA

Section 8. Percentage Interest of Each Unit of the Herein Created Condominium. The Common Area of this Condominium Plan as described and defined in earlier sections of this Declaration is, in the aggregate, a single freehold estate and shall be owned by the Unit Owners as tenants in common and ownership thereof shall remain undivided, with each Owner of a Unit being entitled to and holding an undivided interest in the Common Area.

Section 8.1. Percentage Interest Based on Size of Each Unit. The percentage of interest in the Common Areas and facilities appertaining to each Unit is required by Ohio Revised Code Section 5311.04 (B) to be set forth in the Declaration. In this Condominium Plan the percentage interest in the Common Area which accompanies each Unit is based upon the square footage size of each such Unit. Any Units subsequently made a part of this Condominium Plan through the annexation of Additional Property shall have their percentage interest in the Common Area computed on the same basis.

Section 8.2. Unanimous Approval for Changes in Percentage. The percentage of interest in the Common Area and facilities which appertains to each Unit, in the amount set forth below, shall not be altered except by an amendment to the Declaration unanimously approved by all Unit Owners affected.

Section 8.3. No Separation of the Unit from the Common Area. As is provided in Ohio Revised Code Section 5311.04 (D), the undivided percentage interest in the Common Areas and facilities shall not be separated from the Unit to which it appertains.

Section 8.4. Language in Deeds and Mortgages. The percentage undivided interest in the Common Areas and facilities shall be deemed to be conveyed or encumbered with and as a part of a Unit, even though such undivided interest is not expressly mentioned or described in the language of a deed, mortgage, lease or other instrument of conveyance or encumbrance, this being in accordance with Ohio Revised Code Section 5311.04 (D).

Section 8.5. Percentage Interest Held by Each Unit. Based upon the square footage size of each such Unit as referred to in Section 8.1 above, and as listed in the drawings attached to this Declaration as Exhibit B-1, the Units included within this Condominium Plan shall have the following percentage interests in the Common

<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>
61	20.7%	64	13.1%	66	8.3%
62	13.0%	65	13.1%	67	17.8%
63	13.5%				
					100.0%

MISCELLANEOUS PROVISIONS

CONCERNING COMMON AREA

Section 9. Miscellaneous Provisions Concerning the Common Area. This portion of the Declaration sets forth certain specific statements of rights and obligations concerning the Common Areas included in this Condominium Plan.

Section 9.1. No Partition of the Common Area. No action for partition of any part of the Common Area shall be maintainable and the possibility of such a partition action, which is provided for in Ohio Revised Code Section 5311.14 (B), is hereby specifically negated.

Section 9.2. Use and Enjoyment. The use and enjoyment of the Common Area (except for Limited Common Areas) shall be non-exclusive in nature by virtue of its undivided interest, tenancy in common, form of ownership. Such use and enjoyment shall be subject to all provisions, easements, limitations and restrictions of this Declaration.

Section 9.3. No Waiver, No Release. No Unit Owner may waive or release any of his rights in the Common Area and facilities, this prohibition being required by Ohio Revised Code Section 5311.04 (A).

MISCELLANEOUS PROVISIONS CONCERNING UNITS

Section 10. This Portion of the Declaration Sets Forth Certain Miscellaneous Rights and Provisions Concerning Units.

Section 10.1. Exit to a Public Street or Highway. The drawings which are a part of this Declaration and which are identified as Exhibit B-1 depict the fact that, as required by Ohio Revised Code Section 5311.03 (C), each Unit has a direct exit to a public street or highway or to the Common Area which in turn leads to and is contiguous with a public street, to-wit:

Redbluff Drive and Camphill Way

Section 10.2. Each Unit is a Form of Real Estate. Each Unit, together with the undivided interest in the Common Area appurtenant to it is real property and real estate for all purposes and within the meaning of all provisions of the Revised Code of Ohio, as provided by Section 5311.03 (A) of said Code.

Section 10.3. Separate Parcel for Real Estate Taxation Purposes. Each Condominium Unit contained in this plan and the percentage of interest in the Common Area appurtenant to it shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments, this being required by Ohio Revised Code Section 5311.11. A semi-annual real estate tax bill for the taxes and assessments applicable to each Unit will be directed to the Unit Owner by county taxing officials in the same manner as such tax bills are mailed to Owners of other parcels of real estate.

Section 10.4. Real Estate Taxes on Common Area. The real estate taxes on the Common Area are not paid by the Association and are not a part of the Condominium Assessments paid by Unit Owners. Instead, the real estate taxes on the Common Area will be billed to and paid by the individual Unit Owners through a process of the county auditor including on the individual real estate tax bill for each Unit a portion of the real estate taxes on the Common Area. The amount of Common Area real estate taxes to be paid by each Unit Owner will be in proportion to his percentage interest in the Common Area as set forth in Section 8.5 of this Declaration.

Section 10.5. Release of Liens Prior to Conveyance. Every Owner of a Unit shall be subject to the restriction on conveyance set forth in Ohio Revised Code Section 5311.12 which provides that no Condominium Unit shall be conveyed until it has been released from the operation of all liens and encumbrances (excepting taxes and assessments of political subdivisions) affecting both such Unit and any other part of the Condominium Property, or until all such blanket liens and encumbrances have been paid and satisfied.

Section 10.6. Right of Ownership and Possession. Each Unit Owner is entitled, as provided in Ohio Revised Code Section 5311.03 (B), to the exclusive ownership and possession of his Unit.

Section 10.7. Right of Use and Enjoyment. Ownership of a Unit in this Condominium Plan includes, as required by Ohio Revised Code Section 5311.03 (E), the right to exclusive possession, use and enjoyment of the interior surfaces of all of that Unit's perimeter walls, floors, ceilings and of all supporting walls, fixtures and other parts of the building included within the boundaries of that Unit and constituting part of that Unit, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the same.

Section 10.8. No Partition or Sub-Division of Units. No action for partition of any Unit in this residential Condominium shall be maintainable and no such legal division of ownership of any Unit shall be effected, nor shall any Unit be sub-divided into two or more Units.

PROPERTY RIGHTS AND LIMITATIONS

Section 11. Rights in the Condominium Property and Limitations upon those Rights. Certain rights in the Condominium Property and certain limitations upon those rights are set forth in this portion of the Declaration.

Section 11.1. Rights in Common Area and Association Property. Each Owner, together with his family and guests, may use the Common Area and Association property for all purposes for which it is designed and intended, as is provided in Ohio Revised Code Section 5311.04; and no Owner may hinder or encroach upon the lawful rights of any other Owner with regard to such use of the Common Area or Association property. Provided, however, that such usage of the Common Area and Association property shall be subject to the limitations and restrictions which follow the designation of certain portions of the Condominium Property as Limited Common Area and shall also be subject to all provisions, easements, limitations and restrictions of this Declaration, of the By-Laws and Articles of Incorporation of the Association, and of rules and regulations that may be issued subsequently by the Association from time to time under the authority granted by this Declaration.

Section 11.2. Delegation of Use Rights. During such time as any Owner of a Unit transfers his occupancy rights for that Unit to other persons who comply with the provisions of this Condominium Plan, that Owner shall be deemed to have delegated his easements of enjoyment and rights of use in and to the Common Area and Association property to the residents who hold such transferred occupancy rights. During the period of any such delegation the Owner may use the Common Area and Association property only for ingress and egress to and from the Unit under the following Section 11.3 of this Declaration.

Section 11.3. Ingress and Egress. Among the rights of use and enjoyment of the Common Area and Association property which each Unit Owner shall possess is included the right of ingress and egress so as to provide a connection between each Unit and the dedicated public street(s) adjacent to the Condominium Property as named in Section 10.1 of this Declaration, and notwithstanding any provision to the contrary in the Condominium Instrument, there may not be any restriction upon any Unit Owner's right of ingress and egress to and from his, her or its Unit.

Section 11.4. Various Restrictions Upon the Rights of Use and Enjoyment in and to the Common Area and Association Property. The following restrictions shall apply to the use and enjoyment of the Common Area and Association property, in addition to restrictions set forth in other portions of the Condominium Plan, and shall also apply to the use and enjoyment of the Limited Common Area. Recitation of any particular or general form of restrictions shall not be deemed or construed to limit the application of any other general or specific restriction, and all the following restrictions (as well as those set forth in other portions of the Condominium Plan) shall be cumulative.

(a) Rules and Regulations. It is hereby expressly provided that the Trustees shall have full power and authority (in addition to any other powers or authority held by said Association under the Ohio condominium statutes, its Articles of Incorporation or By-Laws) to make reasonable rules and regulations, both administrative and otherwise, from time to time concerning the manner of use and the number of persons using the Common Area and/or Association property and any facilities and equipment thereon, and concerning the general use and management and operation of the Common Area, Association property, Limited Common Area, Units, and all other portions of the Condominium Property. In the event of a conflict between any such rules or regulations and this Declaration, the By-Laws or Articles of Incorporation of the Association, or the Ohio condominium statutes, the rule or regulation shall be deemed subordinate to and shall yield to the provisions of such documents or statutes.

(1) Written Notice of Rules and Regulations. In order to be binding all such reasonable rules and regulations made by the Trustees shall be in written form, shall be mailed or hand-delivered to each Unit (or to the Owner thereof, if that Owner resides elsewhere, at the address of such Owner on the records of the Association, it being the obligation of each Owner to inform the Association in writing of any change in his or her address), may be posted at appropriate places on the Common Area, and shall be available for inspection during reasonable hours at the location where the Association transacts its business, in the office of the statutory agent of the Association, or in the office of the person, firm or corporation which is managing the Condominium Property on behalf of the Association. If the required mailing or hand-delivery to each Unit or Owner is accomplished and if the mandatory availability for inspection is also provided, sufficient notice shall have been given whether or not the Owner actually received a written copy of the rules and regulations.

(2) Appeal to Review Committee. The validity of any one or more of such rules or regulations may be appealed by any Owner or resident affected thereby to a Review Committee comprised of one Trustee, one Owner chosen by majority vote of Owners other than the Declarant (such Owner to serve for a term of one year and until his successor is elected, but only as long as he is an Owner), and a person selected by the Board of Trustees who is experienced in the management of, and/or sales or rental programs for, multi-family dwelling projects, and who shall serve for a term of one year and until his successor is selected. If the appellant is a member of the Review Committee, he shall step down from that position for all matters regarding his or her particular appeal, and a temporary member of the Review Committee shall be selected in the same manner as the appellant was originally designated to serve on the Review Committee.

(3) Time for Appeal; Written Presentation. Any such appeal shall be in writing and shall be filed by delivery to the statutory agent of the Association or by delivery to the President or one of the Trustees of the Association within thirty days after the factual incident, if any, which gave rise to the appeal. Any such appeal shall specify the rule(s) or regulation(s) being appealed, shall be accompanied by a complete written statement of such rule(s) or regulation(s) appealed from, shall be accompanied by a complete written recitation of facts of any particular incident which has given rise to the appeal (signed and verified absolutely under oath by the appellant, and shall also be accompanied by a written statement of the arguments why appellant believes the rule(s) or regulation(s) to be unreasonable and what other approach, if any, appellant suggests to resolve the problem to which the rule(s) or regulation(s) was addressed. All written documents filed under this appeal procedure shall be either typewritten or printed in legible form, and six copies thereof must be filed (in the manner described above).

(4) Time for a Written Presentation of Answer to Appeal. The Trustees shall have thirty additional days to file their arguments supporting the rule(s) or regulation(s) appealed from, together with a statement of contrary or additional facts verified absolutely under oath by at least one person, all of which shall constitute the answer of the Trustees. Such answer shall be filed by delivery in the same manner as the appeal is required to be filed, with the additional requirement that an extra copy of the answer shall be mailed to the appellant at his or her last-known address on the records of the Association.

(5) Hearing on Appeal, Procedures, and Decision. The Review Committee shall hold a hearing on the appeal within thirty days after expiration of the period for filing the Trustees' arguments, at which time the appellant and/or the Trustees may be represented by counsel. The Review Committee shall have authority to establish additional reasonable procedures applicable to the hearing of any such appeal. The decision of the Review Committee on the appeal shall be final, binding and conclusive upon appellant the Trustees, and all other persons and organizations.

(b) Limitations Upon Guests. Without limiting the authority of the Trustees to make rules and regulations, it is hereby provided that the Trustees shall have the right reasonably to limit the number of guests and the manner and frequency of their use of any portions of the Condominium Property.

(c) Penalties for Violations. In the event of any violation of any provision of this Condominium Plan, the Trustees shall have the right to impose any of the following penalties and may also apply other penalties subsequently created or imposed by new rules and regulations. Any such violation by members of the family of an Owner who are residing on the premises, by his tenants or sub-tenants, by contract purchasers from an Owner, or by the guests or business invitees of an Owner shall be attributed to the Owner himself. Any and all penalties imposed for such violations shall apply not only to the Owner but shall also apply to any person to whom he is delegated any rights of use and enjoyment under this Condominium Plan.

(1) Suspension of Voting Rights. In the event of such an infraction attributed to an Owner, the Trustees shall have authority to suspend such Owner's rights to vote as a member of the Association for a period of time not to exceed sixty days, with each day such a violation exists to constitute a separate instance for which such a suspension may be imposed without necessity of giving notice in advance or on each day as to such violation.

(2) Suspension of Use of Parking Facilities. In the event of any such violation attributed to an Owner, the Trustees shall have authority to suspend such Owner's rights to use any parking spaces and parking facilities which are situated on Common Area, including any of those situated on Limited Common Area. Such a suspension of parking rights may be enforced by the Association or its agents towing from the property any vehicle parked in violation of such suspension, with the vehicle not to be surrendered until the towing charges are paid. As has been stated in earlier sections of this Declaration, the Trustees may make rules and regulations, and such rules and regulations may include among other things, additional methods of enforcing the penalty of a parking suspension (or of enforcing any other penalty provided herein or provided in such rules and regulations).

(3) Suspension of Right to Use Common Area. In the event of any such violation attributed to an Owner, the Trustees shall have authority to suspend such Owner's rights to use and enjoy any portion or all of the Association Property and the Common Area, including Limited Common Area, but excepting from such suspension the right of ingress and egress to and from the Unit under Section 11.3 above in this Declaration. Any such suspension shall not exceed sixty days. A suspension of this nature may be enforced, as one method, by the Association or its agents removing or impounding any item of tangible personal property used by an Owner (or by persons whose violations may be attributed to the Owner), which item is upon the Common Area including Limited Common Area, as opposed to being within a Unit, with the item of property not to be surrendered until reasonable fees for such removal or impounding are paid by the Owner.

(d) Mortgages. Unit Owners shall have the right to mortgage their percentage interests in the Common Area, to the extent that a mortgage of any condominium Unit is deemed to carry with it a lien upon the percentage interest of that Unit in the Common Area.

(e) Use of Common Area Parking Spaces, Facilities. The Association may assign the exclusive use of one or more of any enclosed or unenclosed parking spaces (or of any other items, improvements or facilities) which are part of or are to be situated on the Common Area (as opposed to Limited Common Area parking spaces, etc. which may not be so assigned) to and for any Unit, and may authorize and pay for the construction, maintenance, and/or creation of such spaces, items, improvements and facilities and/or may require that the costs of construction, maintenance and/or creation thereof shall be the sole responsibility of the Unit Owners entitled to the exclusive use thereof. The Association may charge rent for any such surplus parking spaces (and/or impose user fees for any such other items, improvements or facilities) remaining after assignment, if any, of such exclusive use rights. Such assignments of use rights shall be subject to the power of the Association to suspend rights to use the Common Area, as referred to above in Section 11.4 (c).

(f) Fees and Charges Included with Assessments. Any and all admission fees, user fees and other fees and charges levied by the Association under the provisions of this Declaration may be billed with the monthly assessment for the Unit involved and need not be separately accounted for by the Association.

MEMBERSHIP IN UNIT OWNERS' ASSOCIATION

Section 12. Identification and Existence of Association.
The Association has been identified in Section 3.17 of this Declaration, and this non-profit corporation has been organized prior to the filing of this Declaration, with its Articles of Incorporation being attached to and made a part of this Declaration by such attachment and through the doctrine of incorporation by reference.

Section 12.1. Every Unit Owner to be a Member, and Vice-Versa.
Each Unit Owner, upon acquisition of an ownership interest in a Unit, shall automatically become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Unit and shall terminate upon the sale or other disposition of an Owner's ownership of the Unit and shall terminate upon the sale or other disposition of an Owner's ownership interest in a Unit, at which time the new Owner of the Unit shall automatically become a Member of the Association. Membership shall be limited to Unit Owners.

Section 12.2. Voting Rights. The Association shall have one class of voting membership with all Members (including the Declarant who, through the ownership of any Unit, shall constitute a Member) being entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit all such persons shall be deemed to be Members, but in no event shall there be deemed to be more than one vote for any Unit.

Section 12.3. Authority of Declarant to Appoint and Remove Trustees and Officers and to Exercise the Powers and Duties of the Association. In this expandable Condominium the initial Trustees of the Association have been appointed by the Declarant through the filing of the Articles of Incorporation of the Association. Declarant shall hold full power and authority to appoint and remove any and all Trustees and any officers of the Association and to exercise the powers and responsibilities of the Association from the effective date of the establishment of the Association (which date occurs at the time this Declaration is recorded so as to bring this Condominium Development into existence and provide a purpose for the Association to exist and property for it to administer) until the earliest of: the expiration of five years from said effective date; thirty days after the sale and conveyance of Units holding seventy-five percent of the undivided interest in the Common Area to purchasers in good faith for value; or expiration of one and one-half years after all Units then included in this Condominium Plan have been conveyed to purchasers in good faith for value, and during which time no additional Units are added. In this expandable condominium the percentage of interest in the Common Area which has been sold and conveyed shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units which may be included in this Condominium Plan, as set forth in Section 22.24 of this Declaration.

(a) Special Meeting for Election. Within thirty days after the expiration of the Declarant's power and authority to appoint and remove Members of the Board of Trustees and to

take such other actions as authorized in said statutory section 5311.08 (D) and referred to above, a special meeting of the Members of the Association shall be held and at that meeting (assuming the presence of a quorum) the Members of the Association shall elect persons to fill all of the Trustee positions.

(b) Staggered Terms of Trustees; Cumulative Voting Permitted. At that election one of the Trustee positions shall be filled for a term which will extend for one year plus an additional period of time until the next annual meeting of Members; another Trustee position shall be filled for a term which will extend for two years plus an additional period of time until the next annual meeting of Members; and the third Trustee position shall be filled for a term which will extend for three years plus an additional period of time until the next annual meeting of Members. As these terms expire the successor Trustees shall be elected for three year terms with the result that the terms of not less than one-third of the Trustees expire annually. There shall be no limitation regarding the number of times a Trustee may be re-elected as such.

If notice in writing is given by any Member to the President, any Vice President, the Secretary or any Trustee of the Association not less than forty-eight hours before the date and hour of such special meeting of the Members that he desires a voting at such election to be cumulative, each Member has the right to cumulate such voting power as he possesses and to give one candidate as many votes as the number of Trustees to be elected multiplied by the number of his votes equals, or to distribute his votes on the same principle among two or more candidates, as that Member sees fit.

(c) Election of Trustees Results in Election of Officers, Through Representative Democracy. Through the election of all of the Members of the Board of Trustees, the Members of the Association will have taken control of the Board of Trustees. As the elected representatives of the Members, the Board of Trustees will thereafter select the officers in the manner provided for non-profit corporations in the State of Ohio. Since the Trustees hold the power to elect and remove all officers, and since 1702.30 of the Revised Code of Ohio states that all authority of a non-profit corporation shall be exercised by its Trustees (except where the law, the Articles of Incorporation or the regulations of the corporation require that action be otherwise authorized or taken), the above-described election by all Members of the Trustees will give the Members control not only of the Trustees but also of the Officers and of the Association itself.

Section 12.4. Rights of Members of the Association to Elect Trustees Prior to Expiration of the Appointive Powers Held by Declarant. Prior to expiration of the Declarant's power and authority to appoint and remove Trustees and officers and to exercise the powers

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manner set forth below:

(a) 25% Ownership Elects 25% of Trustees. In the manner required by Section 5311.08 (C) of the Ohio Revised Code, 25% of the Members of the Board of Trustees of the Association shall be elected solely by the Members not later than the time that Condominium Units holding 25% of the percentage interest in the Common Area have been sold and have been conveyed by the Declarant to Unit Owners other than the Declarant.

(b) Special Meeting for Election. In this expandable condominium the above requirement shall be met by holding a special meeting of all Members of the Association after a contract has been signed for sale of the Unit which will bring the percentage of Units sold (based on the maximum number of Units which may be included in this Condominium Plan) to 25% and before the closing of that sale; and at that meeting the Members other than Declarant (i.e. the Owners of the Units previously sold and conveyed by the Declarant) shall be entitled to elect one of the three Members of the Board of Trustees of the Association for a term ending with the special meeting of Members and the election described in Section 12.3 above, with the particular Trustee being replaced by this election to be designated by the Declarant.

(c) 50% Ownership Elects 33 1/3% of Trustees. In the manner required by Section 5311.08 (C) of the Ohio Revised Code, 33 1/3% of the Members of the Board of Trustees of the Association shall be elected solely by the Members not later than the time that Condominium Units holding 50% of the percentage interest in the Common Area have been sold and have been conveyed by the Declarant to Unit Owners other than the Declarant.

(d) Special Meeting for Election. In this expandable condominium with three Trustees the above requirement will have been met by the special meeting and election referred to in subparagraph (b) above at which one of the three Trustees will have been elected by the Members other than Declarant (i.e. the Owners of the Units previously sold and conveyed by the Declarant). Accordingly, there will be no need for an additional special meeting or an additional election when Units holding 50% of the percentage interest in the Common Area have been sold conveyed by the Declarant to Unit Owners other than Declarant.

(e) Time When Owners Take Control of the Association. The next step in the Members of the Association (all of whom shall be Unit Owners and vice-versa) taking control of the Association shall occur at the earliest of the three events described in Section 12.3 above, at which time all of the Trustees shall be elected by all of the Members (and at this election the Declarant shall have the right to vote if Declarant is a Member). This shall give Owners control of the Common Area and the Association as prescribed in Section 5311.0 (C) and (D) of the Ohio Revised Code.

ASSESSMENTS

Section 13. Assessment Procedures and Amounts. The procedures for levying Condominium Assessments, the three types of such assessments, and the amounts thereof (or the procedures by which the amounts are to be determined from time to time) are set forth in this portion of the Declaration.

Section 13.1. Obligation of Owners to Pay Assessments. The Declarant for each Unit owned within the Property hereby covenants and agrees to pay, and each Owner of any Unit by acceptance of any right, title or interest therein (whether or not it shall be so expressed in the instrument of conveyance, Will or other matter or document granting him such right, title or interest) is deemed to covenant and agreed to pay, to the Association the assessments provided for herein.

Section 13.2. Preparation of Estimated Budget. At least once for every fiscal year, and not necessarily during said year, the Association shall estimate the total dollar amount necessary to pay the Common Expenses as defined in Section 3.4 on page 5 above, including an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area which must be replaced on a periodic basis, and including but not limited to the maintenance services described in Section 14 to 14.3, the operation, management and administration of the Common Area and of the Association itself, and insurance costs as described in Sections 21 to 21.2 and 21.11, for the fiscal year in question. Such an estimating procedure may be repeated from time to time for any fiscal year and the total dollar estimate changed as the Association deems appropriate. Such total dollar estimates shall be referred to as the Estimated Budget of Common Expenses, and such an Estimated Budget shall be prepared within thirty days after the recording of this Declaration and within the thirty days immediately preceding the beginning of each following fiscal year of the Association.

Section 13.3. Monthly Assessments to Pay Estimated Budget of Common Expenses. After completion of the Estimated Budget of Common Expenses as referred to above, the Association shall assess monthly assessment installment amounts against each Unit and the Owner thereon, in proportion to each Unit's percentage interest in the Common Area, with the total amount of such assessments to be sufficient to meet the Estimated Budget of Common Expenses for the then-remaining portion of the fiscal year involved. Such monthly assessment amounts may be revised from time to time as the Association revises its Estimated Budget of Common Expenses. Notice of such assessments shall be conclusively presumed to have been given to each Unit through the Association sending a written notification of the amount (and of the estimated budget of Common Expenses upon which the assessments are based) to each Unit Owner by United States mail, postage prepaid, at the last known address for each such Owner on the records of the Association, or in lieu of such mailing, as to any Unit, by placing a copy of such written notification under or on the door or in the mailbox of any such Unit, and by making available at the office of the Association during reasonable business hours a

copy of such written notification. By its action in setting such monthly assessment installments and following such notification procedures, the Association shall be deemed to have levied against each Unit and the Owner(s) thereof, monthly assessments in the stated amounts for the balance of the calendar months remaining in the fiscal year in question.

Section 13.4 Variation in Monthly Assessment Installments.
Upon fifteen days written notice, given in the same manner as provided in the Section immediately above, the Association may vary the monthly assessment installment amounts upward or downward for any particular month or months (but no increase may be more than fifty percent of the amount of such monthly assessment) so as to be able to provide for seasonal changes in cash flow requirements of the Association, and subject to the limitation that increases for any particular month shall be balanced by decreases in other months, and vice-versa, so that the total amount of assessments to be paid is unchanged for the then-remaining portion of the fiscal year.

Section 13.5. When Monthly Assessments are Payable. The monthly assessment amounts to be paid with regard to each Unit shall be due and payable in advance on or before the first day of each calendar month. If any monthly assessments for any Unit is not paid in full within sixty days after said due date, then, at the option of the Association, the assessments for the remaining months of the fiscal year with regard to that Unit shall accelerate so that the total amount of assessments for said Unit in that fiscal year of the Association shall be considered to be due and payable immediately.

Section 13.6. Failure to Prepare Estimated Budget, Failure to Receive Notice. Any failure or delay of the Association in preparing the Estimated Budget of Common Expenses and/or the failure of any Owner to receive the written notification of monthly assessments and of such Estimated Budget (provided the Association follows the notification procedures set forth above) shall not constitute a waiver or release in any manner of any or each Owner's obligation to pay his proportionate share of the Common Expenses in the form of such monthly assessment installments. If no such Estimated Budget is prepared for a new fiscal year and if no amount of monthly assessment installment is determined or set by the Association for such fiscal year, or if the Association has failed to give notification of a revised Estimated Budget and revised monthly assessment amounts in the manner required above, each Unit Owner shall be obligated to pay monthly assessment installments for the new fiscal year at the last rate, level or amount of such installments established for the previous fiscal year (until the Association revises the budget and sets new assessment installment amounts).

Section 13.7. Special Assessments. In addition to the monthly assessment described above, the Association may levy special assessments from time to time for the following purposes:

(a) To pay part or all of the Common Expenses including but not limited to the cost of reconstruction, repair or replacement of Association Property and of capital improvements on the Common Area and the cost of construction or purchase of new capital improvements, in each instance including personal property and fixtures, but excluding maintenance, repairs and replacement of those portions of the Common Area which must be replaced on a periodic basis; and

p.33 (b) To pay costs of repair and restoration as referred to in Section 16.1 of this Declaration entitled Repair of Common Area and Association Property; and

(c) To pay any extraordinary fees and expenses of the insurance trustee as referred to in this Declaration; and

(d) To make any repayment to a mortgagee for purchase of insurance as referred to subsequently in this Declaration.

Such special assessments may be levied only upon the affirmative vote of two-thirds of the voting power of the members of the Association present in person or by proxy at a meeting of such members duly called to consider such a special assessment, except as may be provided to the contrary in this Declaration. The due dates and any installment amounts applicable to such special assessments also shall be authorized by such a vote of the members at the same meeting.

Section 13.8. Special Individual Unit Assessments. In addition to the monthly assessments and special assessments as described above, the Association may levy special individual Unit assessments against any Unit(s) for the purpose of paying the costs and expenses (over and above any insurance proceeds) of maintaining, repairing servicing, repairing and restoring damage to and destruction of any portion of such Unit(s) or of Limited Common Area reserved for the exclusive use of such Unit(s) or of any other portion of the Condominium Property which any Owner of such Unit(s) is responsible to maintain, service or repair but has failed to do so. Such special individual Unit assessments may also be levied under such other provisions of this Declaration as may expressly authorize them. (For example, see Section 14.2 on page 31). The cost of any such special individual Unit assessment shall be added to and become a part of the total assessment to which such a Unit is subject and shall be levied only against the particular Unit involved. No such work shall be performed on any portion of a Unit, however, (and therefor no such assessment shall be levied for such work) except to the extent the Association determines that performance of and payment for such work is necessary in the special and unusual circumstances described in Sections 14.3 and/or 16.2 of this Declaration.

Section 13.9. Date of Commencement of Assessments. The monthly assessments provided for herein shall commence as to all Units included in this Condominium Plan on the first day of the first calendar month following the first transfer of title to a Unit to an Owner other than the Declarant. From and after that commencement date the Association also shall have the power to levy special, and special individual Unit, assessments.

Section 13.10. Late Charges and Interest. A five dollar late charge shall be added to and become a part of any assessment installment not paid to and received by the Association within ten calendar days after the date due for payment of such installment, and such late charge shall be due and payable on the eleventh day after such due date. Interest at eight percent per annum, commencing on the initial due date and computed and compounded monthly, also shall be added to any assessment installment not paid to and received by the Association within thirty days after the due date; and shall be due and payable on the thirty-first date after such due date. Unpaid interest and unpaid late charges shall become a part of the principal amount of the monthly assessment due for the next succeeding month; and, in addition to being added to the next assessment in this fashion, the fact that such interest or late charge has not been paid when due shall cause the assessments for the remaining months of the fiscal year, with regard to that Unit, to accelerate at the option of the Association, so that the total amount of assessments for said Unit in that fiscal year shall be considered to be due and payable immediately.

Section 13.11. Lien for Assessments. All assessments, late charges and interest thereon, expenses and reasonable attorney's fees involved in the collection thereof, user fees and any other charges levied by the Association under this Declaration, shall be a continuing lien in favor of the Association, upon the Unit(s) against which such assessment is made or with regard to which such user fees and charges are levied and upon the estate or interest of the Owner(s) in such Unit(s) and the appurtenant percentage of interest in the Common Area. Such a lien shall be effective from and on the time at which a certificate for the lien is filed as hereinafter provided.

Section 13.12. Procedure in Filing Lien. When an assessment, user fee or charge remains unpaid for fifteen days after the same has become due and payable a certificate of lien therefor shall be filed for record in the office of the Recorder of the county in which the Property is situated, if the Association authorizes such action. Such a certificate shall contain a description of the Unit against which the lien exists, the name of the record Owner thereof, the amount of unpaid assessments, fees and charges; and the certificate shall be signed by the president or other chief officer of the Association.

Section 13.13. Period of Time for Which Assessment Lien is Valid. The lien provided for in this Section shall remain valid for a period of five years from the date of such filing for record unless sooner released or satisfied (in the same manner provided by law in Ohio for the release and satisfaction of mortgages on real property) or until discharged by the final judgment or order of a court in an action brought to discharge such lien as hereinafter provided.

Section 13.14. Dispute as to Amount of Lien. A Unit Owner who believes that the assessments, charges and/or user fees apportioned to his Unit, for which a certificate of lien has been filed by the Association as described above, have been improperly charged against him or his Unit may bring an action in the Court of Common Pleas of the county where this Condominium Property is located for the discharge of such lien. In any such action, if it is finally determined that the portion of the Common Expenses has been improperly charged to such Owner or his Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

Section 13.15. Collection of Assessments, Enforcement of Lien. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may bring an action to foreclose the lien in the manner required by Ohio Revised Code Section 5311.18 (B), as may be authorized by the Association. In any such foreclosure action, the Owner of the Unit affected shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the Association as Plaintiff in the action shall be entitled to the appointment of a receiver to collect the rental. In any such foreclosure action the Association shall be entitled to become a purchaser at the foreclosure. In any action at law or for foreclosure the amount of unpaid interest, costs and the reasonable attorney's fees of such action shall be added to the amount of any judgment, to the extent permitted by Ohio law.

Section 13.16. Personal Liability for Assessments. Each Unit Owner shall be personally liable for all assessments, interest, late charges, costs, reasonable attorney's fees involved in the collection thereof, user fees and charges levied by the Association against his Unit during the period he has an ownership therein.

Section 13.17. Abandonment of a Unit. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or assignment of use of the Common Area or by abandonment of his Unit.

Section 13.18. Subordination of the Lien to Mortgages and Real Estate Taxes. The position of the lien for assessments as to subordination is regulated by Ohio Revised Code Section 5311.18 (B) which provides that such lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and except liens of first mortgages that have been filed for record.

Section 13.19. Assessment Lien Extinguished by First Mortgage Foreclosure. The lien for assessment shall not be affected or extinguished by any sale or transfer of a Unit, except that a foreclosure sale or the acceptance of a deed by a first mortgagee in lieu of foreclosure shall extinguish the lien for assessments which became payable to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of the Unit from liability for, nor the Unit so sold or transferred from, the lien of any common expense charges thereafter becoming due.

Section 13.20. Purchasers Not Personally Liable for Previous Assessments. The personal obligation for delinquent assessments shall not pass to successors in title or to successors in interest unless expressly assumed by them. If such an assumption occurs, it shall not be deemed to release any previous Owner who was personally liable to the Association for payment of such delinquent assessments, but instead such assumption shall merely affect the personal relationship between the previous Owner and the assumer as to which of them has primary responsibility for the payment of such a delinquent obligation. (The fact that a subsequent purchaser who does not assume such an obligation has no personal liability for payment of previously delinquent assessments shall not be deemed to relieve the Unit owned by such subsequent purchaser from the right of Association to file a lien for such assessments, or to enforce a previously filed lien, against such Unit.)

Section 13.201. Unpaid Assessments Increase Common Expenses for All Owners. Since the monthly assessment amount to be paid by each Owner is set on the assumption that all Owners will pay such assessments, any non-liability for delinquent assessments on a transfer coupled with non-payment and/or with the extinguishment of lien rights for previously delinquent assessments will cause an imbalance in the financial status of the Association. Accordingly, the total amount of any assessment obligation which is not paid when due may be deemed by the Association to be a future common obligation of all Unit Owners and may be levied as an additional or increased assessment in order to protect the cash flow position of the Association. Written notice of the existence and amount of such additional common obligations and the installments (if any) in which each Owner's proportionate share of such obligation is to be paid, shall be given to each Unit Owner in the manner provided in Section 13.3 above; and the monthly assessment shall be deemed to have been increased for each Owner by his proportionate share of such obligation until the total amount of such

unpaid obligation has been paid in full. The fact that the unpaid obligation for such assessment is being collected in this manner shall not discharge any personal liability of any Owner who held title to the Unit during the time the assessments became due; and if the Association is ever successful in collecting any amount of the unpaid obligation the amount so collected shall be credited against the then-existing estimated budget so as to inure to the benefit of all Owners.

Section 13.21. Certification of Assessments Due. The Association shall furnish to any person or organization holding an interest in a Unit, upon demand and for a reasonable charge, a certificate as to the assessments on that Unit having been paid or not and the amount of unpaid assessments, interest, and late charges. If assessments against any Unit are delinquent for over thirty days, the Association may mail written notice of that fact and the amount to all Owners of the Unit and to any mortgagees thereof; and if delinquency continues to exist after sixty days the Association may post the names of the Owners and amounts owed on a copy or copies of a Delinquent Assessments List to be displayed in prominent position(s) on the Common Area.

Section 14. Maintenance Duties Divided Between the Association and Unit Owners. Certain portions of the Condominium Property shall be maintained by the Association and certain other portions of the Property shall be maintained by Unit Owners, with those responsibilities and the division thereof being set forth in the remainder of this portion of the Declaration.

Section 14.1. Maintenance Responsibility of the Association for Common Area and Association Property. Except as may be provided to the contrary in this Condominium Plan, the Association shall perform and/or contract for reasonable and appropriate maintenance, service and repair of and for the Common Area and Association Property including but not limited to snow removal, lawn care, building maintenance, and maintenance of all parking and paved areas. For example, maintenance shall not require removal of every snowfall; and the Trustees of the Association shall exercise their discretion in determining what maintenance is reasonably necessary and appropriate.

Section 14.2. Maintenance Caused by Negligent or Intentional Acts. In the event that a need for maintenance or repair of any portion of the Property, including any Unit(s), is caused by the negligent or intentional act or failure to act of any Owner of any other Unit within the Condominium Plan, or of persons holding delegated user rights from any Owner, or of any family, tenants, guests or invitees of an Owner, the cost of such maintenance and repair shall constitute, and shall be levied by the Association as, a special individual Unit assessment against the Unit owned by such Owner and the Association shall perform the maintenance or repair referred to in this paragraph in accordance with all other provisions of this Declaration. This individual responsibility of an Owner shall prevail over other language of this Declaration which might otherwise cause such cost to constitute a Common Expense.

Section 14.3. Maintenance Responsibility of the Association as to Units. Maintenance or repair of any portion of a Unit shall be performed by and through the Association if and only if it is necessary on the basis of protecting the public safety of occupants of, and/or visitors to, the Property or to prevent or avoid damage to or destruction of any part or all of the remaining Condominium Property, including damages in the form of lowering the fair market value thereof, and the costs of such maintenance or repair shall constitute and be levied as a special individual Unit assessment under Section 13.8 of this Declaration.

Section 14.4. Maintenance Responsibility of Unit Owners as to Units and Limited Common Area. Except as may or may not be provided to the contrary in the earlier sections of this Declaration dealing with Limited Common Area and the maintenance thereof, the Owner(s) of a Unit shall perform and pay for all maintenance, repair and service of that Unit (including but not limited to sewer, water and electric and other utility bills for service metered separately to that Unit) except when the Trustees authorize the Association to effect such maintenance, repair and/or service under Section 14.2, 14.3 or Section 16.2 of this Declaration. To the extent of such authorization the Association shall have the primary responsibility to perform such work, with the expenses thereof to be levied against said Owner as a special individual Unit assessment.

OBSOLESCENCE AND REHABILITATION

Section 15. Possibility that Condominium May Become Obsolete. In order to provide for the situation which would exist if all, or any portion of, the Condominium Property becomes obsolete, the following terms and conditions are included in this Condominium Plan.

Section 15.1. Decision as to Obsolescence. As provided by Ohio Revised Code Section 5311.15, the Association may decide that the Condominium Property is obsolete, in whole or in part, and elect to have that obsolete part (including the entire Condominium Property if it is all determined to be obsolete) renewed and rehabilitated, but this shall require the affirmative vote of Unit Owners entitled to exercise at least seventy-five percent of the voting power of the Association.

Section 15.2. Procedure for Rehabilitation. In the event of an affirmative vote as provided for in Section 15.1 above, the Trustees shall thereupon proceed with such renewal and rehabilitation, and shall charge the cost thereof as a Common Expense.

Section 15.3. Optional Buy-Out Procedure. At the same time as the Members of the Association considered the decision as to obsolescence (referred in Section 15.1 above) they may also consider the separate issue of whether or not they wish to provide that any Unit Owner who does not vote for such renewal and rehabilitation may avoid the expense thereof by compelling the Association to purchase his or her Unit. Such a decision by the Association shall require the same affirmative vote of Unit Owners as the decision as to obsolescence itself, i.e. an affirmative vote of Owners entitled to exercise at least seventy-five percent of the voting power of the Association.

(a) If the Members vote to provide dissenting Owners with the option to force such a buy-out by the Association, the procedures to be followed shall be as set forth below.

(b) If a decision has been made that a part or all of the Condominium Property is obsolete, and if the Members also voted to grant the option of a forced buy-out, any Unit Owner who does not vote in favor of the determination that the property is obsolete and does not affirmatively vote for the renewal and rehabilitation may elect, in a writing served by him on any Trustee or officer of the Association within five days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date of closing (excepting any liens representing the cost of such renewal and rehabilitation work), in return for a conveyance of his Unit, subject to such liens and encumbrances, to the Assoc

Payment of the consideration for the Unit and of the expenses of the closing and acquisition shall be a Common Expense to be borne by the remaining Owners who have retained ownership of their Units and who have not elected to force the Association to purchase their Units, and the Trustees may determine the time within which such Common Expense is to be paid.

(c) If any such Owner who exercises his option to force the Association to purchase the Unit and the Trustees cannot agree upon the fair market value of such Unit, the dissenting Owner shall select and pay for one real estate appraiser and the Association shall select and pay for another real estate appraiser. If those two real estate appraisers cannot agree upon the fair market value of the Unit, said two appraisers shall appoint a third real estate appraiser (whose reasonable fees and expenses shall be divided equally between the dissenting Owner and the Association) and the decision as to the fair market value of the Unit shall be by majority vote of all three appraisers.

DAMAGE TO OR DESTRUCTION OF CONDOMINIUM PROPERTY

Section 16. Applicability to Various Types of Property.

This portion of the Condominium Declaration deals with damage to or destruction of the Condominium Property and shall apply to any part or all of the Common Area, Limited Common Area, Association Property and under certain conditions specified below shall apply to any Unit(s).

Section 16.1. Repair of Common Area and Association Property.

Any major damage to, and any destruction of all or any major portion of, the Common Area (excluding all Limited Common Area) and of any Association Property shall be repaired and restored by the Association with reasonable promptness. The Trustees shall have full power and authority to determine that any damage to all or any part of such Common Area and Association Property is not major and therefore shall not be so repaired and restored; and the Trustees shall also have full power and authority to determine that destruction which has occurred does not affect a major portion of such Common Area or Association Property with the result that there shall be no necessity that the destruction be repaired and restored by the Association.

If, however, an affirmative vote by the Members entitled to cast three-fourths of the total voting power of Members of the Association should subsequently be cast in opposition to a determination by the Trustees not to repair or restore certain damage or destruction, or if institutional lenders who hold first mortgages upon three-fourths of the Units subject to first mortgages subsequently submit to the Association a written request that such damage or destruction be repaired and restored, then the determination of the Trustees not to proceed with such repair and restoration shall be deemed to have been overridden and the Association shall make such repairs and restoration with reasonable promptness. To the extent insurance proceeds are available in a timely manner, the costs of such repairs and restoration shall be paid from such proceeds. If the proceeds of such insurance are not sufficient, and if reserve funds or other available funds of the Association are insufficient (over and above estimated future expenses balanced against estimated future income) to defray such cost and assessment shall be levied against all Unit Owners in an amount sufficient to pay the excess costs over the amount of insurance proceeds, as a special assessment under Section 13.7 of this Declaration; such an assessment shall not require a vote of the Members of the Association or consent of Unit Owners, anything to the contrary in the Declaration notwithstanding.

Section 16.2. Repair of Unit(s) and Limited Common Area.

Any damage to or destruction of all or any part of any Unit(s) shall be repaired and restored by the Association to the extent that the Trustees of the Association have authorized such repair or restoration.

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as being necessary to protect the public safety of occupants of, and/or visitors to, the Property or to prevent or avoid damage to or destruction of any part or all of the remaining Condominium Property, including damage in the form of lowering the fair market value thereof. Any damage to or destruction of Limited Common Area may be repaired and restored by the Association to the extent the Trustees elect to do so. The costs of such repairs and restoration shall be paid from the proceeds of any insurance payable because of such damage or destruction; if the proceeds of such insurance are not sufficient to defray such costs an assessment shall be levied against the Owner(s) of the Unit(s) being repaired or restored, and against the Owner(s) of any Unit(s) entitled to exclusive use of the Limited Common Area being repaired or restored, in an amount sufficient to pay the excess costs over the amount of insurance proceeds, as a special individual Unit assessment under Section 13.8 of this Declaration.

Section 16.3. Decision Not to Repair Common Area. It is provided in Ohio Revised Code Section 5311.14 (B) that, unless the Declaration states to the contrary, the Owners of Units may, by a seventy-five percent vote, decide or elect not to repair or restore damage to or destruction of any part or all of the Common Area; and it is hereby expressly declared that such a vote means and refers to seventy-five percent of the total voting power of Owners in their capacity as Members of the Association. Further, it is also declared that notice of any such vote by the Owners must be given in writing to each institutional lender which holds a first mortgage on any Unit included within this Condominium Plan, and that such lenders who hold first mortgages upon seventy-five percent of those Units subject to first mortgages may, in a written instrument executed by such lenders and delivered to the Association, override such a vote by the Owners and may therefore require that damage to or destruction of all or any part of the Common Area must be repaired and restored.

In the event, however, that the Unit Owners decide to terminate this Condominium Plan and to remove all Property from said Plan (under Ohio Revised Code Section 5311.17 and as referred to in a subsequent Section of this Declaration entitled "Abandonment or Termination of Condominium Plan"), the Owners may through such termination elect not to repair or restore damage to or destruction of any part or all of the Common Area, without the possibility of first mortgage lenders reversing that decision.

No portion or all of the Condominium Property shall be subject to an action for sale as upon partition under condominium statute 5311.14 (B), even if a determination has been made under this Section not to repair or restore damage to or destruction of any part of the Common Area. If, of course, the Unit Owners terminate this Condominium Plan under condominium statute 5311.17, the provisions of this Declaration will no longer apply and the resulting co-ownership interest in real estate shall be subject to partition to the same extent under Ohio law as any other non-condominium co-ownership interest in real estate.

EASEMENTS

Section 17. The Following Easements are Hereby Granted, Created or Reserved Throughout, Across, Over and Under Various Portions of the Property.

Section 17.1. Easements for Repair, Maintenance and Restoration. The Association and the Declarant each shall have a right to access and easement to, over and through all of the Property, including each Unit as provided in Ohio Revised Code Section 5311.03 (F), for ingress and egress and all other purposes which enable the Association and the Declarant each to perform its obligations, rights and duties with regard to maintenance, operation, repair, restoration and/or servicing of any items, Units, things or areas of or on the Property, provided that exercise of this easement as it affects the individual Units shall be at reasonable times with reasonable notice to the individual Unit Owners. This right of access and easement may be delegated to employees, agents and contractors of the Association and/or the Declarant. The Association shall be liable for any damage to a Unit or to the property of any Owner which is caused by the negligence of the Association or of its employees, agents or contractors.

Section 17.2. Easement for Encroachments. Each building, all utility lines, and all other improvements as originally constructed or as altered or added to shall have an easement to encroach upon any Unit and/or the Common Area with regard to overhangs in the design and deviations in construction from the Condominium Drawings contained in this Declaration, as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvement as originally constructed or as added to in the future (providing that such future matters have received architectural approval as required by this Declaration.)

Section 17.3. Easement for Support. Every portion of a building, of a utility easement and/or utility facilities, of any improvement, or any Unit, and any portion of the Property contributing to the support of any other item or portion of an item referred to herein shall be burdened with an easement of support for the benefit of any and all such other items or portions thereof.

Section 17.4. Utility and Service Easements. Every portion of the buildings, of utility easements and/or utility facilities, of any improvement, or any Unit, of the Common Area, of any Association Property, and of any other portion of the Property through, over, under or along which it is necessary or appropriate to run conduits, pipelines, ducts, plumbing, poles, transformers, wiring, or any other facilities necessary or incidental to the furnishing of utilities or services to any portions whatsoever of the Property shall be burdened with an easement, for the benefit of the land and improvements served, for the installation, maintenance, repair, continuous usage, and servicing of all such conduits, pipelines, ducts etc. as set forth above in this Section.

Section 17.5. Easement of Ingress and Egress. Every portion of the Common Area, excepting Limited Common Area, shall be burdened with a perpetual easement of ingress and egress, vehicular and pedestrian, for the benefit of every portion of the Condominium Property, of every Owner of each Unit, of all residents of each Unit permitted under this Declaration, of the guests and invitees of such Owners and residents, of the Association and the Declarant and the employees, agents and contractors of each, and for the benefit of all persons and organizations who or which supply necessary or appropriate health, police, fire, safety, utility or government services to any portion of the Condominium Property or any person thereon. The same easement of ingress and egress shall also exist for the benefit of every portion of the Additional Property and all improvements, buildings and persons thereon, whether or not any part or all of such Additional Property has been annexed to this Condominium Plan.

Section 17.6. Power of Association to Grant Easements in the Common Area. As provided in the Association's Articles of Incorporation, the Unit Owners' Association shall have full power and authority to grant easements under, through or over the Common Area, to the extent such easements are reasonably necessary to the ongoing development and operation of this Condominium Development and the implementation of the development plan. The rights of all Owners in and to the Common Area shall be subordinate to such easements, and to all other easements referred to in this Declaration.

Section 17.7. Responsibility for Damage from Exercise of Easement Rights. The person, organization or entity which holds or is granted easement rights as described in this Declaration shall be liable for any damage to a Unit or to the property of any Owner or to the Common Area which is caused by the negligence of that person, organization or entity or any of its employees, agents or contractors, and shall also be responsible for reasonable restoration to its former condition of any Property which has been altered through exercise of the easement rights.

Section 17.8. Development and Construction Easement. For the purpose of completing the development of land and construction of improvements on the Additional Property, every portion of the Common Area, excepting Limited Common Area, shall be burdened with an easement to permit the completion of such development and construction, but only if access to those portions of the Additional Property on which such development or construction is planned is otherwise not reasonably available. This easement shall authorize construction on the Common Area of extensions of private streets serving the Condominium Property and/or the Additional Property, and utility lines and amenity and recreation facilities providing similar service.

USE AND OCCUPANCY

Section 18. Restrictions Upon Use and Occupancy of the Condominium Property. No portion of any Unit, of Limited Common Area, Common Area or Association Property shall be used or occupied in violation of, or by persons who violate, any restriction upon use and occupancy set forth in this portion of the Declaration or any other term or provision of this Declaration.

Section 18.1. Nuisances. No noxious or offensive activity shall be carried on in or upon any portion of the Condominium Property nor shall anything be done thereon, either willfully or negligently, which may be or may become an unreasonable annoyance or a nuisance to an Owner or occupant of any Unit.

Section 18.2. Animals, Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Property, except that one dog or one cat or one other household pet may be kept in and upon each Unit, but only to the extent permitted by plat or deed restrictions, if any, and in any event subject to the following provisions.

(a) Such pets shall not create unreasonable noise or odors which disturb occupants of any Unit; such pets may not be kept in or upon any Unit for any commercial purpose, on either a temporary or permanent basis.

(b) Such pets shall not run loose on portions of the Property other than the Unit in which kept and Limited Common Area reserved for the exclusive use of that Unit, and while on any other portion of the Property shall be kept upon a leash or other similar physical restraint.

(c) If any pet shall defecate upon any portion of the Property the Owner of that pet and any other person having possession or control of the pet shall be obligated to, and shall, remove immediately any feces so defecated and place such feces in a trash receptacle, (of or for such Owner) which prevents the escape of odors.

(d) It is understood that the enjoyment of the Property by all Owners and residents thereof, and the success of this Condominium Development, might be jeopardized by violations of these conditions; accordingly, the Association may require, in the event the Trustees determine that three violations have occurred, that any certain pet which has committed (or as to which there have been committed) such violations be removed permanently from the Property and the Owner of the Unit wherein the pet or its owner or keeper resides shall have a period of thirty days to comply with such decisions of the Association.

(e) The Owner of a Unit which has such pet(s) kept in or upon it, or in which the owner or keeper of such pet(s) resides, and not the residents or Owners of any other part of the Property, shall bear all risks which result from the presence of pets. Accordingly, such Owner shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets, and due care or absence of negligence shall not constitute a defense.

(f) In the event the Association decides it is necessary to enforce the within restrictions and controls upon pets by arbitration or by Court action, all expenses and costs incurred by the Association in such a proceeding, including preparation therefor and including all attorney's fees, shall constitute an assessment against the Unit wherein the pet or its owner or keeper resides and shall be deemed to be a special individual Unit assessment as referred to above in this Declaration.

Section 18.3. Impairment of Structural Integrity; Changes in Appearance. Nothing shall be done in, on or to any portion of the Condominium Property which would impair the structural integrity of any building or improvement on the Property. Except as may otherwise be permitted by this Declaration, nothing shall be done which would change the exterior appearance of any buildings or improvements or Common Area without the prior express written consent of the Association.

Section 18.4. Hazardous Uses and Waste. Nothing shall be used, be done or kept in any Unit or Limited Common Area reserved for that Unit which will increase the rate or amount of any premiums paid by the Association to maintain insurance on any portion of the Condominium Property, without the prior written consent of the Association which consent, if given, shall in any event remain in effect for no longer than the close of the then current calendar year, or until such use has been terminated for one month, whichever occurs sooner, after which a new consent from the Association must be obtained. Nothing shall be done or kept on any portion of the Condominium Property which would be in violation of any statute, law, ordinance, resolution or regulation of any governmental body having jurisdiction over the premises. No waste shall be committed as to the Common Area, Limited Common Areas and/or Association Property. Any such consent of the Association to a use which increases the cost of insurance coverage shall be conditioned upon a binding written agreement executed by the Owner of the Unit and delivered to the Association by which such Owner agrees to be responsible for, and to pay to the Association, the increased portion of the cost of insurance coverage; and if such payment is not made by or on behalf of the Owner the consent shall be deemed to have terminated automatically.

Section 18.5. Residential Usage. No Unit shall be used for any purpose other than as a residence site as provided herein:

(a) For a single family, meaning a group of persons each of whom is related to the other by blood, marriage or adoption who are living together and maintaining a common household; but excluding two or more married couples and also excluding two or more parents (not married to each other and not themselves parent and child) in situations where each of such parents has a child or stepchild living with that parent.

(b) Provided, however, that in any event and notwithstanding the restrictions set forth above, any two bedroom Unit may be occupied as a residence site by two adult persons and any three bedroom Unit by three adult persons, to the extent such persons are the only occupants or residents on the premises, and any such combination of persons shall be deemed to be a family for the purposes of this Condominium Plan.

Section 18.6. Guests and Visitors. It is recognized that Owners and occupants of Units may entertain temporary visitors and house guests other than persons permitted to reside on the premises under the provisions of Section 18.5 above, and the rules and regulations of the Association may contain reasonable provisions with regard to such visitors and guests.

Section 18.7. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the Owners of Units, it is hereby provided that no boarders or roomers shall be permitted in this Condominium Development.

Section 18.8. Home Occupations. The restrictions above to the use of any Unit as a single family residence shall not prohibit the conduct of a "home occupation" or profession in connection with which (a) there is used no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence dwelling; (b) there is no commodity sold or service dispensed upon the premises; (c) no person is employed on the premises other than persons permitted to reside in that Unit under Section 18.5 above; (d) no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the use of family residing therein; and (e) the activities of the home occupation do not interfere with the quiet enjoyment or comfort of any other Owner or occupant of a Unit included within this Condominium Plan. A professional person may use his residence for infrequent consultation, emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick-up station or similar commercial activities; but the recitation of these particular exclusions shall

not be deemed to constitute authorization for the conduct of other businesses of enterprises which are precluded by this or other sections of this Declaration.

Section 18.9. Trucks, Trailers and Boats. No parking spaces other than those enclosed in garages on the Property shall be used for parking of any trailer, truck, boat or anything other than operative automobiles. The word "trailer" shall include trailer coach, house trailer, mobile home, motor home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or for the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation, and used or so constructed that it is or may be mounted on wheels or any similar transporting devices and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than such trailers, boats and operative passenger cars; provided, however, that nothing herein shall prohibit the parking upon such uncovered parking space of motorcycles, motor bikes or trucks weighing 4,000 lbs. or less and/or 1/2 ton capacity or less. This section shall not apply so as to interfere with normal construction or repair procedures by the Declarant in improving the Property, or so as to interfere with maintenance or repairs required under this Declaration.

Section 18.10. Signs. No Signs of any kind shall be displayed to the public view on or from the Condominium Property (including within this prohibition signs which are on, or are within, any Unit) except those:

(a) approved in advance by the Association and situated on Common Area or Association Property; or

(b) used by the Declarant to advertise this Condominium Development and/or to assist in the sale or rental of any Unit which the Declarant owns within this Condominium Development, for and during the existence of Declarant's power and authority to control selection of a majority of the Trustees of the Association.

Section 18.11. Exterior Wiring, Antennas, Equipment. No exterior wiring, lighting, antenna, air conditioning unit, or other type of apparatus, installation or equipment shall be permitted to appear on the exterior portion of any building or improvement situated upon the Property except as may have been erected or installed by the Declarant in its construction of such buildings or improvements, or as may be approved in advance by the Association or as may be erected by or through the Association itself.

Section 18.12. Additional Structures. No structure or improvement of any nature whatsoever shall be added to the exterior of any structure or improvement after the date this Declaration is recorded, nor shall any structure or improvement be erected upon Common Area or Limited Common Area after the date this Declaration is recorded. Provided, however, that neither this prohibition nor any other provision of this Declaration shall be deemed to bar such addition or erection of any structure or improvement if, and only if, the Association has given its approval to such addition or erection of such structures or improvements.

Section 18.13. Surfaces of Buildings, Common Area, and Limited Common Area. Nothing shall be hung, displayed, or placed on the outside of windows or doors in the perimeter outside walls of any building, or on such walls themselves, or on Common or Limited Common Area, other than by the Association or with prior consent of the Association.

Section 18.14. Obstruction and Storage. There shall be no obstruction of the Common Area except to the extent approved by the Association. Further, the placement or storage of materials, equipment or any other items on any portion of the Common Area or Limited Common Area outside any building is prohibited, except to the extent approved by the Association. Provided, however, that the Association shall have full power and authority to situate or erect structures and/or improvements on the Common Area, even though they obstruct the Common Area, as long as such structures and improvements (alone or with other structures and improvements) are deemed by the Association to have some common benefit for this Condominium Development as a whole, whether or not the benefit is incidental or small and whether or not one or more Unit Owners may receive some special benefit therefrom. Further, any Unit Owner may place or store a reasonable amount of appropriate outdoor type furniture on any Limited Common Area reserved for the exclusive use of his Unit.

Section 18.15. Alteration of Units. Subject to all terms and conditions of this Declaration, alterations may be made to the floor plan or lay-out of any Unit so as to change the size, location, arrangement or relationship of rooms, hallways, and any other areas within a Unit without the consent of the Association, but only on condition that the Association records an amendment to the condominium drawings as soon as reasonably possible, with said Owner to reimburse the Association at once for any fees and expenses of a surveyor and an engineer (or an architect) and of an attorney incurred by the Association to prepare and record such amended drawings with the County Recorder.

Section 18.16. Rental of Units. No Unit shall be rented or leased (a) for transient purposes, being any rental for a period less than thirty days; or (b) for hotel purposes being any rental if the occupants are provided customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and furnishing of linens.

Section 18.17. Interference with Maintenance by Association.
No Owner or occupant of any portion of the Property shall have, claim or exercise any right to maintain, alter the appearance or improve any areas, Property or surfaces or substance or subject required to be maintained by the Association under the provisions of this Declaration (except in accordance with the provisions of Section 19 of this Declaration relating to Architectural Control); and no Owner or occupant of any portion of the Property shall interfere with or hinder the Association in the performance of its duties.

Section 18.18. Rules and Regulations. The listing of specific restrictions upon use and occupancy set forth in this portion of the Declaration shall not be construed to restrict or limit the Association from making rules and regulations which place additional use and occupancy restrictions on any portion or all of the Condominium Property; and the Association is hereby specifically empowered to make such additional rules and regulations, both administrative and substantive; provided, however, that such rules and regulations must be reasonable, and that the issue of such reasonableness may be appealed by any Owner or resident to the Review Committee described in Section 11.4 (a) of this Declaration and in the manner set forth in that Section.

Section 18.19 Completion of Work on Additional Property.
No use restriction or other provision of this Condominium Plan shall be deemed to prohibit completion of development and construction of improvements and buildings on the Additional Property.

Section 18.20. Sales and Management Facilities. No use restriction or other provision of this Condominium Plan shall be deemed to prohibit Declarant or its agents from using any buildings on the Condominium Property as sales models, sales offices, management offices and parking areas for such models and offices, to the extent such facilities are reasonably necessary to market the Units; and Declarant and its agent shall have full right to make such use of the buildings.

Section 18.21. Variances from Restrictions. All the restrictions upon use and occupancy which are set forth in this portion of the Declaration shall be subject to variances which may be granted by the Association for periods of time not to exceed two years and through such procedures and upon such standards as may be determined by the Association.

ARCHITECTURAL CONTROL

Section 19. Association to Control Architectural Appearance

The Association shall control the architectural design and all aspects of the appearance of the exterior of that part of any building or buildings which contain Unit or Units, together with the interior and exterior of any building(s), or structures or portion thereof which constitute Common Area of Association Property and the entire exterior Common Area.

Section 19.1. Architectural Committee. The Association may appoint an Architectural Committee and may refer all matters regarding its control of the architectural design and of all aspects of appearance (as described above in Section 19) to such committee for its recommendation. In the absence of such appointment, the Trustees shall themselves act as such committee, and in the combined capacities of such committee and Trustees shall make all final decisions on such matter.

Section 19.2. Plans and Specifications to be Submitted.

No alteration, construction or addition which affects the architectural design or the aspects of appearance which are subject to architectural control of the Association shall be commenced or continued until the plans and specifications showing the nature, kind, size, shape, color, materials and location of the same have been submitted to the Association in advance, in writing, and in such detail as may reasonably be required by the Association, and until the Association has exercised its powers of architectural control by approving such alteration, construction or addition. The standard by which the Association is to determine whether its decision will be to approve or disapprove shall be whether or not such alteration, construction or addition is in close harmony with all aspects of appearance and location of the Condominium buildings and improvements previously existing on the Property. On minor items such as, but not limited to, exterior lighting, storm and screen windows and doors and identification signs, the Association shall have the right to insist upon a uniform exterior appearance.

Section 19.3. Disapproval of Plans and Specifications.

In the event the Association fails to approve such plans and specifications within thirty days after their submission, said plans and specifications shall be deemed to have been disapproved.

ARBITRATION

Section 20. Disputes Between Owners (Other than Declarant).
In the event any dispute arises between or among Unit Owners (other than the Declarant but including, for the purposes of this Section, any person holding delegated use rights from such an other Owner) involving or concerning rights to use or enjoy any portion of the Property, concerning damage to any portion of the Property, or concerning the interpretation or application of any language of this Declaration, of the By-Laws of the Association, of the Articles of Incorporation of the Association, or of the Association's Rules and Regulations made under this Declaration, the Trustees of the Association shall serve as arbitrators to resolve the dispute and the decision shall be by majority vote. Each of the Owners involved shall have the right to present his or her position to the arbitrators in accordance with such procedural rules as the arbitrators-Trustees make at that time or from time to time. In addition, said arbitrators-Trustees shall have the right to act as fact-finders in that they may consult with any of the Owners independently and at any time(s), and may gather facts and additional information from any other sources whatsoever and at any time(s) so as to assist them in arriving at a decision. By the acceptance of any right, title or interest in or to a Unit each Owner agrees to the above arbitration procedure and waives his right to contest the decision of the arbitrators in court and his right to by-pass the arbitration proceeding by filing a lawsuit in any city, state or in the federal court system under common law and under any state or federal statute, so that disputes of the nature described herein shall be heard and decided by such arbitrators with neither party being put to the expense of an original action in the court system or of an appeal to said court system. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

Section 20.1. Disputes Between Association and Owners; Disputes Between Declarant and Owners. In the event any dispute arises between the Association and any Owner (including, for the purposes of this Section, the Declarant and any person holding delegated use rights from any Owner), or in the event any dispute arises between the Declarant and any Unit Owner (again including any person holding delegated use rights from such an Owner) regarding rights to use or enjoy any portion of the Property, damage to or condition of any portion of the Property, state of or lack of repair of any portion of the Property, damage to or alleged faulty construction of any portion of the Property, or concerning the interpretation or application of any language of the Condominium Plan, such dispute shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. It is intended through this procedure that disputes of the nature described herein shall be heard and decided by an arbitrator with neither party being put to the expense of an original action in any court system or of an appeal to any court system. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

Provided, however, that this arbitration procedure shall not be deemed to replace the statutory right of a Unit Owner under 5311.18 (C) to file an action in common pleas court to contest an assessment

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lien filed against his Unit; and such Owner shall have the option of contesting such a lien through the arbitration procedure or through such a court action. The availability of such a court action for that limited purpose is referred to in Section 13.14 of this Declaration. Further, this arbitration procedure shall not preclude the Association from enforcing payment of Condominium Assessments and/or foreclosing a lien for assessments through the court system in the manner referred to in Section 13.15 of this Declaration; and the Association shall have the option to use the arbitration procedure or court proceedings for those purposes. Finally, this arbitration procedure shall not preclude the Association from enforcing any of the Use and Occupancy Restrictions set forth in Chapter 18 or in any other Chapter or Section of this Declaration through the court system, and the Association shall have the option of using this arbitration procedure or lawsuits through the court system for such enforcement matters.

By the acceptance of any right, title or interest in or to a Unit each Owner agrees to the above arbitration procedure and waives his right to contest the decision of the arbitrator in court and his right to bypass the arbitration proceeding by filing a lawsuit in any city, state or in the federal court system under common law or under any state or federal statute.

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INSURANCE

Section 21. Insurance Carried Upon the Condominium Property.
The insurance coverage which shall be carried upon the Condominium Property shall be governed by the provisions of this portion of the Declaration.

Section 21.1. Against Liability from Common Areas or Association Property. Liability insurance as described herein shall be purchased by the Association to provide protection against liability for personal injury or property damage arising from or relating to the Common Area and Association Property. (This liability insurance shall not provide such protection with regard to injury or damage arising from or relating to any Unit, other than Association Property, or from or relating to Limited Common Area other than that for the exclusive use of any Unit which constitutes Association Property.) The Association shall insure all Unit Owners, the Association itself, and the Trustees and Officers of the Association as insured parties against liability for bodily injury, disease, illness, or death, and for damage to or destruction of property occurring upon, in, about, arising from or relating to such Common Area and Association Property, with the dollar amount of the policy limits to be determined by the Association. If reasonably possible, such insurance procured by the Association shall also insure members of the respective families of Unit Owners, which family members reside in the Unit with their respective Owners. All such insurance, hereinafter referred to as liability insurance, shall contain cross-liability endorsements to cover liabilities of the Owners as a group to a Unit Owner. In the event the insurance effected by the Association hereunder shall, for any reason, not fully cover the amount of any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Area shall have a right of contribution from other Owners according to their respective percentages of interest in the Common Area.

Section 21.2. Against Fire and Extended Coverage Risks to Buildings and Structures. The Association shall also purchase for the benefit of all Unit Owners as insured parties (including the Association to the extent it is an Owner of any Units), and for the benefit of all mortgagees of record, insurance on all buildings, improvements and structures now or hereafter on the Condominium Property, including all portions of such buildings, improvements and structures which constitute Common Area, Limited Common Area and/or Units, together with built-in and installed fixtures and equipment which were made a part thereof at the time of the original sale of such Unit by the Declarant, so as to afford protection against loss or damage by fire and all other hazards covered by a standard extended coverage endorsement, with the amount of such insurance to

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provements and structures, such replacement value to be agreed to by the insurance carrier through an agreed amount endorsement to be renewed from time to time as it expires (at higher or lower replacement values as may then be determined) so as to maintain such an agreed amount endorsement in effect at all times. This insurance shall provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner under Section 21.5 below; shall require not less than 30 days notice to the Association and to the Trustee prior to cancellation, termination or expiration of the coverage; shall require issuance of certificates of coverage and of mortgage endorsements, and shall require release by the issuer of all rights of subrogation or assignment and all rights of recovery against any Unit Owner, member of his family, his tenants, and any other person lawfully residing on the Condominium Property.

Section 21.3. Trustee as Beneficiary. All fire and extended coverage policies purchased by the Association under Section 21.2 above shall provide that the insurance proceeds shall be paid to a named bank having trust powers, as trustee for the benefit of mortgagees of record and of all such Unit Owners. This bank trustee, sometimes referred to as the Insurance Trustee, shall be selected by the Association and shall maintain an office in the State of Ohio. Such trustee shall not be liable for the payment of premiums, for the renewal or sufficiency of insurance coverage, for the form or contents of the policies, or for the failure to collect any insurance proceeds. The Association, within ten days after receiving notice of cancellation, termination or expiration of the insurance coverage, shall give similar notice to all mortgagees of record. All such insurance policies and endorsements shall be deposited with the Insurance Trustee which shall hold them subject to the provisions of this Declaration.

Section 21.4. Possibility of Termination of Condominium Plan. All insurance policies purchased by the Association under Section 21.2 shall provide that, notwithstanding any provisions thereof which gives the insurance carrier an option to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable by the insurance carrier in the event of termination of this Condominium Plan and the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, as provided for in this Declaration.

Section 21.5. Liability, Fire and Extended Coverage Insurance Purchased by Unit Owners. Each Owner may, at his own expense, obtain insurance protection against liability for personal injury or property damage arising from or relating to the use and occupancy of his Unit and any Limited Common Area reserved for the exclusive use of that Unit, together with any liability insurance covering his family members and/or tenants which is not purchased by the Association under the above Section 21.1. Each Owner may also obtain at his own expense individual fire and extended coverage contents or personal property insurance as to personal property within his Unit or upon other portions of the Condominium Property. Such insurance coverage which may be obtained by an Owner is not homeowners insurance, because the basic insurance covering replacement value of all buildings, improvements and structures is to be purchased by the Association as provided above. The insurance coverage described in this section of the Declaration will not be purchased by the Association.

Section 21.6. Responsibility for Reconstruction and Repair.
The mandatory duty of the Association to effect reconstruction and repairs of Condominium Property is set forth in Section 16 of this Declaration.

Section 21.7. Estimates and Bids. As soon as possible after damage or destruction has occurred to a portion of the Condominium Property the Association shall obtain reliable and detailed estimates of the cost to repair and restore the damaged or destroyed property, including professional fees and premiums for such bonds as the Association deems necessary or appropriate, and to the extent determined appropriate by the Association shall obtain competitive bids for the work of reconstruction and repair.

Section 21.8. Disbursement of Insurance Proceeds. The portion of insurance proceeds representing the cost of repair, rebuilding and restoration made by the Association shall be disbursed by the Insurance Trustee as directed by the Association and in any event solely for the expenses of such reconstruction, rebuilding and repair. The Insurance Trustee shall not be required to determine whether or not a disbursement is to be made, the identity of the payee, the time of the payment or the amount to be paid, but may rely on a certificate of the Association stating such information. In preparing such certificates, however, the Association shall certify that it has complied with the disbursement requirements of the Ohio Revised Code so as to afford maximum protection against mechanics liens, and the Trustee shall not make disbursements if such compliance has not occurred. Any portion of the insurance proceeds remaining after defraying the cost of repair, rebuilding and restoration shall be distributed to the Unit Owners and their mortgagees, as their interests may appear, with priority to first mortgagees. If it has been determined that the Condominium Plan is to be terminated under Section 22.5 of this Declaration, the insurance proceeds shall be distributed to the Unit Owners and their mortgagees as their interests may appear, with priority to first mortgagees.

Section 21.9. Insurance Trustee May Rely upon Certificate from Association. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares and distribution, may rely upon a certificate of the Association as to the amount of excess insurance proceeds over the cost of repair, rebuilding and restoration and may rely upon a certificate of the Association as to the fact of the Condominium Plan being terminated.

Section 21.10. Delegation to Association. Each Owner shall be deemed to have delegated to the Association his right to adjust with insurance companies all losses under insurance policies purchased by the Association.

Section 21.11. Fees and Expenses of Insurance Trustee.

The fees and expenses of the Insurance Trustee shall be paid by the Association and shall constitute a Common Expense to be paid from the monthly assessments, except that any extraordinary fees and expenses of the Insurance Trustee which arise from or in connection with a loss under the insurance coverage and subsequent activity of the trustee in disbursing funds shall be assessed by the Association against all Unit Owners as a special assessment and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 21.12. Lapse of Insurance Coverage.

If the required insurance coverage ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all Owners but shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 21.13. Flood Insurance at Option of First Mortgagee.

At the option of any institutional lender which holds a first mortgage upon any portion of the Property, the Association shall be required to obtain flood insurance if this Condominium Development is located in an area identified by the Secretary of Housing and Urban Development of the federal government of the United States of America as having special flood hazards, and in which the sale of flood insurance is available under the National Flood Insurance Program. In such event the amount of flood insurance required will be equal to the outstanding balance on the mortgage loan or the maximum limit of coverage available for the particular type of property under the National Flood Insurance Program, whichever is less. All such flood insurance shall provide that the insurance proceeds are to be payable under the provisions of Section 21.3, with money to be disbursed under such flood insurance to be distributed in accordance with Sections 21.6-21.10 of this Declaration.

Section 21.14. Fidelity Bond Coverage.

The Association shall also purchase and maintain in effect appropriate fidelity bond coverage for any person or entity handling funds of the Association, including but not limited to employees of any professional manager whose services are utilized on behalf of the Association. It may be a requirement of any contract with such a professional manager or any other outside entity handling funds of the Association that such manager or outside entity provide and pay for the cost of such fidelity bond coverage. All fidelity bonds should name the Association as an obligee and should be written in an amount equal to at least 150% of the estimated annual operating expenses of this Condominium Development, including reserves.

GENERAL PROVISIONS

Section 22. The Following General and Miscellaneous Provisions Shall Constitute a Part of the Condominium Plan.

Section 22.1. Notice to First Mortgagees of Default. The holder of a first mortgage lien upon any individual Condominium Unit shall be entitled, upon its request, to written notice from the Association of any default in the performance by the individual Unit Owner-mortgagor of any obligation under this Declaration, the Articles of Incorporation or the By-Laws of the Association which is not cured within sixty days.

Section 22.2. Right of First Mortgagees to Examine Association Records. Every holder of a first mortgage lien upon any individual Condominium Unit shall have the right to examine the books and records of the unit owners' association.

Section 22.3. Prior Written Approval of First Mortgagees or Owners. Until at least seventy-five percent of the voting power or holders of first mortgage liens upon individual Units within this Condominium Plan (based upon one vote for each Unit so mortgaged) have given their prior written approval, or until the Owners of at least seventy-five percent of the individual Condominium Units have given their prior written approval (but in any event subject to any greater approval percentage requirements imposed by Ohio condominium statutes or by this Declaration), the Association shall not be entitled to:

(a) By act or omission seek to abandon or terminate this Condominium Plan;

(b) Change the pro-rata interest or obligations of any individual Unit for (1) the purpose of levying assessments or charges allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro-rata share of Ownership of each Unit in the Common Area;

(c) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area under this Condominium Plan shall not be deemed a transfer within the meaning of this subparagraph.

Section 22.4. Compliance with Condominium Statutes and Laws. This Condominium has been created and, at the time this Declaration is recorded, it is in full compliance with the requirements of the Ohio condominium enabling statutes and all other applicable state or federal laws.

Section 22.5. Abandonment or Termination of Condominium Plan. This Condominium Plan may be abandoned or terminated under the terms of Ohio Revised Code 5311.17, subject to the modification that such termination may be effected by the affirmative vote of Owners of not less than seventy-five percent of the individual Units, the resulting removal of the Condominium Property from the provisions of the Condominium Plan and the applicable statutes of Ohio shall be effected only in the manner described in the aforesaid statutory section.

Section 22.6. Severability. Invalidation of any one or more of those covenants, conditions, restrictions or easements by judgment or otherwise (whether such a covenant, etc. consists of an entire Section or merely a subparagraph or a sentence or a part of a sentence within such a Section) shall in no way affect any other provisions, which shall nevertheless remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Ohio statutes, the statutory requirements shall prevail and the conflicting language herein shall be deemed to be invalid and void, but such invalidity shall in no way affect any other provisions of this Declaration, which shall nevertheless remain in full force and effect.

Section 22.7. Costs of Enforcement. Any and all costs of enforcement proceedings by the Association under the provisions of this Declaration which are successful in whole or in part, through arbitration or court action, including reasonable fees of attorneys and court costs, shall constitute an assessment against the Unit owned or occupied by the person or persons against whom such enforcement is sought, and this type of assessment shall constitute a form of the special individual Unit assessment referred to in the chapter of this Declaration dealing with assessments.

Section 22.8. Local Government Assessments. In the event any local government unit should, in connection with a street or sidewalk improvement or maintenance program or other governmental action involving assessments, levy assessment(s) against all or part of the Units within the Property, said assessment(s), shall be paid by the Association as a Common Expense so as to be shared pro-rata among all the Owners within the Property in proportion to the amount of monthly assessments paid by each, and the pro-rata amount so allocated to each Owner shall become and be added to the assessment(s) to which each Unit is subject.

Section 22.9. No Waiver or Estoppel. Failure by the Association, the Declarant or by any Unit Owner to attempt to enforce any covenant, restriction, condition, obligation, easement, reservation, right, lien or other provision of this Declaration shall in no event be deemed a waiver or estoppel of the right to enforce at a later date the matter or provision of the Declaration against the original violation or any subsequent violation, nor shall the doctrine of laches bar any such subsequent enforcement.

Section 22.10. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the last survivor of the descendants of Jimmy Carter, now President of the United States of America, and Gerald Ford and Richard Nixon, former Presidents of the United States of America, living at the time this Declaration was signed by Declarant.

Section 22.11. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a Condominium Development of the highest quality.

Section 22.12. Statutory Agent for Association. The person to receive service of process upon the Association, as required to be named herein by Ohio Revised Code Section 5311.05 (B) (8), shall be Delno Merrick, Jr. Such statutory section requires that the residence or business address of such person shall be in a county in which all or a portion of the Condominium Property is situated, and the address of the above named person is as follows: 6767 Garber Road, Dayton, Ohio 45415 (Montgomery County). Said person has been designated as the Statutory Agent of the Association under the laws of the State of Ohio relating to non-profit corporations. Any change in or substitution for the name and address set forth in this section shall be effected not only by filing with the Secretary of State of Ohio such forms as are prescribed for subsequent appointment of a Statutory Agent for an Ohio non-profit corporation, but also by an amendment to this Declaration; and, anything in this Declaration to the contrary notwithstanding, such an amendment to this Declaration may be adopted by a majority of the Trustees of the Association and executed by the President and one other officer of the Association.

Section 22.13. Covenants Running with the Land. All of the language, statements, words, paragraphs and sections of this Declaration touch and concern the real estate described in Exhibit A-1 and shall be deemed to constitute covenants, conditions, restrictions or easements, as the case may be, and all of said covenants, conditions, restrictions, and easements shall run with and bind any part and all of said real estate and the title thereto; and all of said covenants, conditions, restrictions and easements shall be binding upon and inure to the benefit of all present and future parties having any right, title or interest in or to all or part of said real estate and their respective heirs, executors, administrators, successors and assigns.

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Section 22.14. Taking of Condominium Property by Eminent Domain. In the event all or part of the Common Area (excluding Limited Common Area) is sought to be appropriated or is threatened with damage in condemnation proceedings as a result of the exercise of a right of eminent domain, the Association shall select, provide and pay for legal representation of all Owners. Any Unit Owner who desires to employ his own counsel may do so, but he shall not thereby be exempted from the payment of any assessment amounts levied to defray the legal expenses incurred by the Association on such matter. Any award or settlement amount of compensation and/or damages shall be distributed among the Unit Owners and their unit mortgagees, as their interests may appear, in proportion to their percentage interests in the Common Area, with priority to first mortgagees.

In the event all or part of any Limited Common Area is sought to be appropriated or is threatened with damage in such condemnation proceedings, the Owner of the Unit having the exclusive right of use to such Limited Common Area shall be deemed to be the real party in interest entitled to participate in the proceedings. Such Owner shall be responsible for providing his own legal counsel, and the Association shall incur no legal expense in connection with such condemnation proceedings. Any award or settlement amount of compensation and/or damages with regard to such Limited Common Area shall be paid and distributed solely to the Owner who constitutes the real party in interest as described above and to his unit mortgagees, as their interests may appear, with priority to first mortgagees.

In the event all or part of any Unit is sought to be appropriated or is threatened with damage in such appropriation proceedings, the Owner of that Unit shall be deemed to be the real party in interest and shall be responsible for providing his own legal counsel. Any award or settlement amount of compensation and/or damages with regard to such Unit shall be paid and distributed solely to said Owner and to his unit mortgagees, as their interests may appear, with priority to first mortgagees.

Section 22.15. Amendment of Declaration. The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter any and all of the terms and provisions of this Declaration (except as provided below) during the first twenty years after the Declaration is recorded by the affirmative vote of those Owners-Members holding not less than ninety percent of the voting power of the Association, said vote being taken at a meeting of the members called for the purpose of considering such an amendment, or without a vote by a written instrument executed by those persons who hold not less than ninety percent of the voting power of the Association. After said twenty years, the Association shall have the same power as to amendments, but with only seventy-five percent affirmative vote or written consent of the voting power of the Owners-Members. Any such amendment shall have appended to it an affidavit of the President or one of the Trustees of the Association, verified absolutely, stating that the required percentage vote or written approval has been given; and such amendments shall be executed by the President and one other officer of the Association, without necessity in either case of the signatures or consent of all of the Owners of Units or any of their mortgagees. Provided, however, that such power of amendment is not ex-

clusive in that the Association is hereby granted full power and authority to amend the Declaration and the Articles of Incorporation and the By-Laws of the Association in such manner as may be necessary or appropriate to cause those documents to comply with Veterans Administration and Federal Housing Administration and secondary mortgage market requirements, without necessity of any vote or written consent by the Owners-Members, but only to the extent that such amendments do not alter the percentage interest in the Common Area appurtenant to any Unit. All amendment power of the Association (and also the Declarant's power to amend this Declaration in order to expand this Condominium Development, as described in Section 22.24 below) shall be limited and restricted as provided below:

(a) The percentages of interest in the Common Area held by any Unit shall not be altered except as and in the manner provided in this Declaration as originally recorded.

(b) The restrictions concerning partition sale of any part or all of the Condominium Property shall not be eliminated or modified.

(c) The restrictions upon the manner in which this Condominium Plan may be terminated and all Property removed therefrom (as set forth in Section 22.5.) shall not be eliminated or modified.

(d) Neither this Condominium Development nor the Association may be merged with a successor condominium regime or a successor non-profit corporation or similar entity without prior written approval of the Administrator of Veterans' Affairs of the office of the Veterans Administration in Washington, D.C.

(e) If there is any Unit Owner other than the Declarant, no amendment may increase the scope or period of control by the Declarant.

(f) The following amendments shall require the written advance consent or approval of the Declarant, until the Owners-Members take control of the Common Area and the Association on the earliest to occur of the three events described in Section 12.3 on page 22 above:

(1) Any amendments to the Condominium Instruments, or the enactment of any rules or regulations, which decrease or eliminate or restrict any power or privilege or right otherwise held by the Declarant.

(2) Although not actually an amendment, any passage of a special assessment for capital improvements, or any increase of the annual total to be collected through monthly installments to an amount more than fifteen percent in excess of the total amount of monthly assessments levied by the Association in the preceding year, shall require the written advance consent or approval of the Declarant.

Section 22.16. Amenities Included in the Condominium Plan;
All Common Use Property is Common Area. All amenities for the sole use of the Units included in this Condominium Plan and not for use by any other real estate are a part of this Condominium Development, and are subject to mortgages upon the individual

Units at least to the same extent as the general Common Area. All such amenities are fully installed, completed and in operation for use by the Unit Owners. All property held for common use in this Condominium Development constitutes Common Area (or Limited Common Area which, under Ohio law, is simply another form of Common Area).

Section 22.17. Deposit or Down Payment Held in Trust or Escrow. Any deposit or down payment made in connection with the sale of a Unit will be held in trust or escrow until delivered at the closing or returned to or otherwise credited to the purchaser or forfeited to the Declarant under the terms of the contract for purchase of the Unit. If a deposit or down payment of \$2,000.00 or more is held for more than ninety days, interest at the rate of at least four percent per annum for any period exceeding ninety days shall be credited to the purchaser at closing or upon return or other credit made to the purchaser, or added to any forfeiture to the Declarant.

Section 22.18. Declarant Will not Retain a Property Interest in the Common Area. Except in his capacity as a Unit Owner of unsold Condominium ownership interest, neither the Declarant nor any agent on his behalf will retain a property interest in any of the Common Area after control of this Condominium Development is assumed by the Unit Owners' Association, except that in an expandable Condominium the Declarant does retain an interest consistent with the Declaration and as required to insure ingress and egress from and to the Common Area by the prospective Owners and occupants in and on the Additional Property

Section 22.19. Professional Management; Miscellaneous Agreements with Declarant. Professional management of this Condominium Development is not required, and the Association shall have full power and authority to act as the sole managing agent. If, however, all or part of the management authority of the Association is delegated to a professional manager, such delegation must be evidenced and effected by a written management agreement which must be terminable, with or without cause, upon not more than thirty days' notice and which must have a term of three years or less. Any such written management agreement entered into during such time as the Declarant is in control of the Association must have a term of one year or less. In any event, any contract or lease, including franchises and licenses, between the Association and the Declarant must have a term of one year or less and must be terminable, with or without cause, upon thirty days' notice.

Section 22.20. Warranties of Declarant. Except as provided below with regard to ranges, refrigerators, washing machines and similar appliances, the Declarant hereby provides a two year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements servicing the Condominium Property as a whole (including any subsequent additions to the Condominium Property of part or all of the Additional Property) occasioned or necessitated by a defect in material or workmanship. This two year warranty shall commence on the date the deed is filed for record following the sale of the first Condominium ownership interest in the development to a purchaser in good faith for value. Provided, however, that in the case of an expandable Condominium Development, the two year warranty shall commence for property submitted by the original Declaration on the date referred to above, and shall commence for any Additional Property submitted by amendment to this Declaration on the date the deed is filed for record following the sale of the

first Condominium ownership interest in such portion of the annexed Additional Property to a purchaser in good faith for value.

Except as provided below with regard to ranges, refrigerators, washing machines and similar appliances, the Declarant hereby furnishes a one year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship. This one year warranty shall commence on the date the deed is filed for record following the first sale of a Condominium ownership interest to a purchaser in good faith for value.

In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Declarant, the valid assignment by the Declarant of the express and implied warranty of the manufacturer shall be deemed to satisfy the Declarant's obligation under this Section with respect to such appliances, and the Declarant's warranty under this Section is therefore limited to the cost of labor and materials involved in the installation of such appliances.

All warranties made to the Declarant that exceed the time periods specified in this Section with respect to any part of any Unit or any part of the Common Area shall be assigned to the purchaser(s).

Section 22.21. Assessment Obligations of the Declarant. From the date this Declaration is filed for record the Declarant will assume all rights and obligations of a Unit Owner in his capacity as Owner of Units not yet sold, including without limitation the obligation to pay any Common Expenses attaching to such Units in the same manner and time at which other Unit Owners are obligated to pay such expenses.

Section 22.22. Non-Liability of Declarant, Except for Warranties. Except with regard to liability under the Warranties described above in this Declaration, neither the Declarant nor its employees, agents, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed or decisions made pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the By-Laws, Articles of Incorporation or rules and regulations of the Association or out of or by reason of any actions performed or decisions made in the capacity of developer, contractor, Owner, manager or seller of the Condominium Property whether or not such claim (a) shall be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair, or by reason of any act or neglect of any Unit Owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.), or by reason of any trees on the Property dying as a result of Declarant's work on the premises.

Section 22.23. Notice to Federal Home Loan Mortgage Corporation. In the event any mortgages on Condominium Units are sold or transferred to the Federal Home Loan Mortgage Corporation, the Association shall give written notice to said Corporation, in care of the servicer of such mortgages at the address of the servicer, of any loss to, or taking of, the Common Area of this Condominium Development if such loss or taking exceeds \$10,000.00.

Section 22.24. Annexation of Additional Property. The Declarant hereby explicitly reserves the right and option to expand the Condominium Property, and there are no limitations on that option which would require any Unit Owner(s) to sign or consent to such expansion or to the documents which effect that expansion.

(a) Time Limit for Expansion. The Declarant's option to expand the Condominium Property shall expire seven years from the date this Declaration of Condominium is filed for record with the recorder of the county in which the Condominium Property is located. Provided, however, that this time limit for exercise of the option to expand may be renewed for an additional seven years, at the option of the Declarant, exercisable within six months prior to the expiration of the original seven year period and with the consent of the majority of the Unit Owners other than the Declarant. The only circumstances that will terminate this expansion option prior to the time limits described above would be completion of the entire projected possible development of this Condominium Development by the inclusion of the maximum number of authorized Units referred to previously in this Declaration.

(b) Additional Property. A definition of the Additional Property that may be added, through exercise of Declarant's option to expand this Condominium Development, to the Condominium Property is set forth in Section 3.18 of this Declaration. A legal description of the real estate which constitutes such Additional Property is attached to this Declaration as Exhibit C-1 and is made a part hereof by such attachment and through the doctrine of incorporation by reference.

(c) Development Plan for Expansion. The Declarant anticipates expanding this Condominium Development by adding up to 77 Units on the Additional Property (a paragraph below deals more explicitly with the number of additional Units which might be included). It is also anticipated that the additional Units and Common Area to be added are to be contiguous with Property already included in this condominium. No restrictions have been or are created with regard to the number of additional Units which may or must be annexed to this Condominium Development at any particular time, since that will depend upon market acceptance of the project and the ability of Declarant to sell the Units. The anticipated development plan is portrayed in Exhibit D-1 attached hereto and made a part hereof. The time limit for implementing this development plan through addition

of Units is set forth in subparagraph (a) above in this Section 22.24., and within that time the Declarant may determine not to add any Units or Common Area beyond the amount of such property then included in the Condominium Plan. Except with regard to such a decision not to add additional Units and Common Area, the development plan may not be amended except by submitting to the City of West Carrollton a written application seeking permission to make such amendment, and by a subsequent decision of the appropriate public body or department of that City to allow such an amendment, since that development plan has been approved as a Planned Unit Development through the zoning procedures of that City.

(d) Location of Improvements; Density. The location of Units and of a proposed recreation building or clubhouse and of a proposed swimming pool and proposed tennis court and parking area are depicted on the development plan drawing attached as Exhibit D-1. Declarant reserves the right to shift the location of the proposed tennis court and other amenity facilities to some other location on the Additional Property and also to build two more Units than are depicted on the development plan, but any such changes would constitute amendments requiring consent of the City of West Carrollton as described in the subparagraph immediately above. Since this is a cluster development the overall density per acre does not represent accurately the true density of those portions of the Property on which a number of the Units are to be erected (leaving other portions of the Property as open space and other forms of Common Area). Any part or all of the Additional Property may be added to this Condominium Plan and there are no limitations fixing the boundaries of any such portions which may be added. The maximum density (i.e., number of units per acre) that may be created on any portion of the Additional Property added to this Condominium Plan shall not be greater than the density depicted on the development plan for Lot 4147, which is slightly greater than 9.7087 Units per acre.

(e) Replatting of Additional Property. It is anticipated by the Declarant that portions of the Additional Property will be replatted for the purpose of eliminating some of the lot lines which divide that Additional Property at the present time. After such replatting, the Additional Property shall be designated by new lot numbers, and subsequent additions to this Condominium Plan (made after such replatting) shall refer to those new lot numbers.

(f) No Requirements that Particular Portions of the Additional Property Must Be Added. There are no requirements in this Condominium Plan that any particular portion

of the Additional Property must be added nor, if any Additional Property is added at all, that all or any particular portion thereof must be joined to this Condominium Plan.

(g) Maximum and Minimum Number of Units on the Additional Property; Minimum and Maximum Interests in the Common Area. A maximum number of 77 Units may be created on the Additional Property so as to produce 84 total Units including the 7 Units already existing, with a minimum interest in the Common Area of .9% for any Unit. A minimum number of 60 Units may be created on the Additional Property so as to produce 67 total Units including the 7 Units already existing, with a maximum interest in the Common Area of 2.5% for any Unit. The minimum number of 60 Units on the Additional Property together with the 7 existing Units will be adequate to support the Common Area, including the recreation building, swimming pool, tennis court, parking area and open space.

(h) No Off-Site Facilities. There will be no off-site real estate or facilities owned by the Association.

(i) All Land Units Exclusively for Residential Use. To the extent any part or all of the Additional Land is added to this Condominium Development, all land so added and all Units constructed thereon and included in this Condominium Plan shall be restricted exclusively to residential usage in the same manner as the Units included within this Condominium Development are so restricted, and/or to Common Area and Limited Common Area usage accessory to such residential purposes.

(j) Compatibility of Quality, Materials and Architectural Style. Any structures erected on any portion of the Additional Property subsequently added to this Condominium Plan will be reasonably similar to, and compatible with, structures now existing on the Condominium Property in terms of quality of construction, building types, size, and architectural style; but in order to be able to respond to the desires of the buying public there is no requirement that any such additional structures must be substantially identical in types of rooms or internal arrangement of rooms, amount of square footage, or levels.

(k) Improvements Other than Structures. With respect to the Additional Property there is no requirement that any form of improvement, other than structures (including the swimming pool and tennis court and parking area as structures), must be made, and the development plan contemplates no such improvements other than utilities and drive and walk areas customarily installed in developing real estate.

(l) Additional Common, and Limited Common, Area. The Declarant reserves the right to create, with respect to the Additional Property which may be added to this Condominium Plan, Limited Common Areas of such sizes as fall within a range of fifty percent to one hundred seventy-five percent of the average size Limited Common Areas provided for each Unit which was part of this Condominium Plan at the time the Declaration was originally recorded, and in locations comparable to locations of Limited Common Areas in that first section of this Condominium Development.

(m) Method of Expanding this Condominium Plan. Land and improvements on the Additional Property shall be considered added to the Condominium Property and submitted to the provisions of the Ohio Condominium statutes upon the execution and filing for record by the Declarant of an amendment to the Declaration of Condominium that contains such information, drawings and plans with respect to the Additional Property and improvements thereon as required by Section 5311.05 (A) and (B), by Section 5311.06 and by Section 5311.07 of those statutes. Any such amendment shall be signed by all Owners and lessees of such part of the Additional Land as is being added to this Condominium Plan, and shall allocate and reallocate percentages of interest in the Common Area appertaining to each Unit. Such execution of an amendment and the subsequent filing for record thereof with the recorder of the county where the real estate is situated shall constitute an effective amendment of the Declaration of Condominium.

(n) Liens from Additional Property Have No Adverse Effect on Existing Owners or First Mortgages. All real estate taxes and assessments, all mechanic's liens, and all other charges affecting the Additional Property and covering any period of time prior to the addition of that Additional Property to this Condominium Plan must be paid or otherwise satisfactorily provided for by the Declarant before that Additional Property may be made a part of this Condominium Plan, so as to avoid any adverse effect upon the rights of existing Unit Owners or upon the priority of first mortgages on previously existing Units.

Section 22.25. Association to Make Documents Available.
The Association shall make available for inspection by Unit Owners and by lenders on and the holders, insurers and guarantors of the first mortgage on any Unit, upon request and during normal business hours or under other reasonable circumstances, current copies of the Declaration and of the Articles of Incorporation by the By-Laws and any rules and regulations of the Association together with other books, records and financial statements of the Association and the most recent annual audited financial statement, if such is prepared.

The Association shall also make available to prospective purchasers current copies of the Declaration and of the Articles of Incorporation and the By-Laws and any rules and regulations of the Association, together with the most recent annual audited financial statement, if such a statement is prepared.

"Available" shall mean at least available for inspection, upon request, during normal business hours or under other reasonable circumstances.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant on the 12 day of Sept, 1980.

Signed and Acknowledged in the presence of:

ASHLAR DEVELOPMENT SYSTEMS, an Ohio General Partnership, the sole partners of which are William A. Miller and Delno Merrick, Jr., both general partners, as provided in a Partnership Certificate filed on June 2, 1978 with the Clerk of Common Pleas Court of Montgomery County, Ohio

[Signature]

[Signature]
William A. Miller

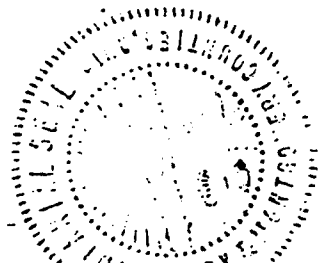
[Signature]

[Signature]
Delno Merrick, Jr.

State of Ohio, County of Montgomery, SS:

Before me, a notary public in and for said county and state, personally appeared the above named ASHLAR DEVELOPMENT SYSTEMS, an Ohio General Partnership, by William A. Miller and Delno Merrick, Jr. being all of its partners, who acknowledged that they did execute the foregoing Condominium Declaration for and on behalf of said Partnership and that the same is the free act and deed of said Partnership and of themselves individually and as such partners for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio this 12 day of Sept, 1980.



Catherine C. Buchanan
Notary Public
CATHERINE C. BUCHANAN, Notary Public
Formerly CATHERINE C. STADLER
in and for The State of Ohio
My Commission Expires April 24, 1983.

BY-LAWS

OF

CARROLLTON CONDOMINIUM ASSOCIATION

Prepared by:

JAMES R. GOULD
of the law firm of
Brumbaugh, Corwin & Gould
1300 Talbott Tower
Dayton, Ohio 45402
Telephone: 513/223-1201

COPYRIGHT STATEMENT

This instrument prepared by: JAMES R. GOULD, of the law firm of Brumbaugh, Corwin & Gould, 1300 Talbott Tower, Dayton, Ohio 45402, Telephone: 513/223-1201, for the exclusive use of Ashlar Development Systems, an Ohio General Partnership of Montgomery County, Ohio, and solely for use with regard to the specific parcel of real estate described in Exhibit A-1 to the Declaration which established CARROLLTON WOODS CONDOMINIUM. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, financing or insuring of any condominium unit contained in this plan or the administration or management of that condominium development.

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TABLE OF CONTENTS

		<u>Page</u>
<u>INTRODUCTORY PAGE</u>		1
<u>CHAPTER I</u>	<u>NAME AND LOCATION</u>	2
	Section 1.1. The Association	2
<u>CHAPTER II</u>	<u>DEFINITIONS</u>	2
	Section 2.1 Reference to Declaration of Condominium	2
<u>CHAPTER III</u>	<u>MEETING OF MEMBERS</u>	2
	Section 3.1 Annual Meetings	2
	3.2 Special Meetings	3
	3.3 Notice of Meetings	3
	3.4 Waiver of Notice; Action by Members Without Meeting	3
	3.5 Quorum	4
	3.6 Adjournment of Meetings of Members	4
	3.7 Proxies	4
	3.8 Vote Required for Action by Members	5
	<i>Cumulative Voting - see Declar. p.23</i>	5
<u>CHAPTER IV</u>	<u>BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE</u>	5
	Section 4.1. Number	5
	4.2 Term of Office	5
	4.3 Removal - <i>by majority of members</i>	5
	4.4 Vacancies	6
	4.5 Compensation	6
	4.6 Action Taken Without a Meeting	6
<u>CHAPTER V</u>	<u>NOMINATION AND ELECTION OF TRUSTEES</u>	6
	Section 5.1 Nomination - <i>from the floor</i>	6
	5.2 Election	6
<u>CHAPTER VI</u>	<u>MEETINGS OF TRUSTEES</u>	7
	Section 6.1 Regular Meetings	7
	6.2 Special Meetings	7
	6.3 Notice of Meetings	7
	6.4 Waiver of Notice; Meetings Limited to Trustees	7
	6.5 Quorum	8
	6.6 Adjournment of Trustees' Meetings	8
	6.7 Meetings to Elect Officers	8
	6.8 Meetings by Means of Communication Equipment	8

<u>CHAPTER VII</u>	<u>POWERS AND DUTIES OF THE BOARD OF TRUSTEES</u>	8
	Section 7.1 Powers	8
	7.2 Duties	9-11
<u>CHAPTER VIII</u>	<u>OFFICERS AND THEIR DUTIES</u>	11
	Section 8.1 Enumeration of Officers	11
	8.2 Election of Officers	11
	8.3 Term - <i>3 years</i>	11
	8.4 Special Appointments	11
	8.5 Resignation and Removal	12
	8.6 Vacancies	12
	8.7 Multiple Offices	12
	8.8 Duties	12
	a. President	12
	b. Vice President	12
	c. Secretary	12
	d. Treasurer	13
<u>CHAPTER IX</u>	<u>COMMITTEES</u>	13
	Section 9.1 Various Committees	13
	9.2 Receiving Complaints	14
	9.3 Responsibility to Trustees	14
<u>CHAPTER X</u>	<u>BOOKS AND RECORDS</u>	14
	Section 10.1 Documents Available for Inspection	14
	10.2 Books of Account; Listing of Unit Owners	15
<u>CHAPTER XI</u>	<u>ASSESSMENTS</u>	15
<u>CHAPTER XII</u>	<u>CORPORATE SEAL</u>	15
<u>CHAPTER XIII</u>	<u>AMENDMENTS</u>	15
	Section 13.1 Method of Amending - <i>3/4</i>	15
	13.2 Conflict with Declaration or Articles of Incorporation	15
<u>CHAPTER XIV</u>	<u>REAL PROPERTY TAXATION</u>	16
<u>CHAPTER XV</u>	<u>MANNER OF DESCRIBING UNITS</u>	16
<u>CHAPTER XVI</u>	<u>ORDER OF BUSINESS</u>	16

BY-LAWS

OF

CARROLLTON CONDOMINIUM ASSOCIATION

Carrollton Condominium Association has been formed as an Ohio non-profit corporation to act as the Unit Owners' Association of and for Carrollton Woods Condominium under the provisions of Ohio Revised Code Section 5311.08 which requires that every condominium property in the State of Ohio shall be administered by a Unit Owners' Association.

That same statutory section requires that each such Unit Owners' Association be governed by By-Laws and states that, unless the Declaration provides to the contrary, the content of the By-Laws shall include certain provisions listed in that statute. In Carrollton Woods Condominium, the Declaration does provide to the contrary in Section 3.17 (b), the definition of "By-Laws," wherein it is expressly stated that the content of the By-Laws shall not be controlled or limited by said Section 5311.08.

The following By-Laws are adopted to fulfill the requirement of Section 5311.08 that the Association be governed by By-Laws, and for the purposes of the statutes which control non-profit corporations in Ohio (particularly, but not limited to, Sections 1702.10, 1702.11 and 1702.30) shall be deemed to constitute the Regulations of this corporation.

CHAPTER I

NAME AND LOCATION

Section 1.1. The Association. The name of this non-profit corporation as set forth above will not be repeated throughout these By-Laws, but said corporation shall hereinafter be referred to as the "Association." The principal office of the Association shall be located at the place designated in the Articles of Incorporation, but meetings of members and trustees may be held at such places within Montgomery County, Ohio, or any adjacent county in said state, as may be designated from time to time by the Board of Trustees.

CHAPTER II

DEFINITIONS

Section 2.1. Reference to Declaration of Condominium. For all purposes throughout these By-Laws, the definitions contained in the Declaration of Condominium establishing a plan for Condominium Ownership for this condominium project and imposing covenants, conditions, easements and restrictions shall apply, and the contents of that Declaration are incorporated by reference in these By-Laws as fully as though completely rewritten. In the event of any conflict between the contents of that Declaration and the remaining provisions of these By-Laws, the language and requirements of the Declaration shall prevail.

CHAPTER III

MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the members shall be held after the first fiscal year of this corporation has been completed on a date between ninety and one hundred twenty days immediately after the expiration of said fiscal year, at the hour of 7:30 p.m. or at such other hour as the Trustees may determine and set from year to year in the notice of the annual meeting, and on such specific date as may be selected by the Trustees in the notice of the first annual meeting. Thereafter, the annual meeting shall be held during said period of ninety to one hundred twenty days after the close of each fiscal year, with the Trustees having the right to select the exact date and vary the hour of such meeting as long as the date and hour are set forth in the notice of such meetings;

provided, however, that if the date of an annual meeting falls on a legal holiday, Saturday, Sunday or other day which the Trustees deem inappropriate or inconvenient, such meeting shall be held on the next following day at the same hour.

Section 3.2. Special Meetings. Special meetings of the Members may be called by any of the following:

- a. The President of the Association, or in the case of the President's absence, death or disability, the Vice President authorized to exercise the authority of the President;
- b. The Trustees by action at a meeting, or by a majority of the Trustees acting without a meeting but in writing;
- c. Members who are entitled to vote not less than one-fourth (1/4) of the total voting power of the Association.

Calls for special meetings shall specify the time, day, place and purposes of such meetings, in order that the Secretary will be able to comply with the procedural requirements as to giving notice of meetings, as set forth below in these By-Laws. No business other than that specified in the call for such meetings and described in the Notice shall be transacted at such meetings.

Section 3.3. Notice of Meetings. Written notice of annual and special meetings of the Members shall be given by or at the direction of the Secretary or persons authorized to call such meetings by mailing a copy of such notice, postage prepaid, at least ten and not more than sixty days before such meeting, to each member entitled to vote thereat, addressed to the Member's address as it appears on the books of the Association. Such address shall be deemed to be the address of the Unit owned by such Member, unless the Association is given written notice of a different address by the Member. Notice of any meeting, annual or special, shall set forth the place, day, hour and purpose of the meeting as may be described in the call for such meeting. Persons calling a special meeting shall have the duty to transmit such call and the description of business to be transacted to the secretary or the Trustees in adequate time so as to permit the preparation and issuance of the required notices, and the Board of Trustees may in any event add additional items of business to be included in such notices and to be transacted at such meetings.

Section 3.4. Waiver of Notice; Action by Members Without Meeting. Notice of the time, place and purpose of any meeting may be waived in writing, before, during or after the holding of such meeting and the attendance of any member at such meeting and his voting or participating in said meeting as required above. In accordance with Ohio Revised Code 1702.25, any action which may be authorized or taken at a meeting of Members may be authorized or taken at a meeting of Owners who hold not less than fifty-one percent of the total voting power of the Association (except to the extent that the statutes of Ohio, the Articles of Incorporation, these By-Laws or the Declaration of Condominium require a greater proportion or number of votes for such action, in which case the writing or writings must be signed by such greater proportion or number). Any such writing shall be filed with or entered upon the records of the Association.

Section 3.5. Quorum. The presence at the meeting of members entitled to vote, or the receipt of proxies entitling the holder thereof to cast, a majority of the voting power of the Association entitled to vote upon the questions involved in the stated purposes of the meeting shall constitute a quorum for any action to be taken upon those stated purposes except as otherwise provided in the Articles, the Declaration or these By-Laws.

Section 3.6. Adjournment of Meetings of Members. Whether or not a quorum is present, the holders of a majority of the votes represented at any meeting may adjourn such meeting of the members to a subsequent date. If the specific date, time and place to which such meeting is adjourned is fixed and announced at such meeting, written notice of said facts need not be given to members who were present at the meeting and were still in attendance at the time of such announcement, but in any event written notice of the specific date, time and place to which such meeting is adjourned shall be given in the manner set forth in these By-Laws to all members not present at such meeting at the time the announcement was made. The purposes of object or subjects of any adjourned meetings shall be the same as and limited to the purposes and subject of the original meeting, as specified in any call therefor and in the notice thereof. If the specific date, time and place of any adjourned meeting are not so fixed and announced at the original session of such meeting, then written notice of such facts shall be given to all members in the same manner as provided in these By-Laws for any other Notice of a meeting of the members.

Section 3.7. Proxies. A member who is entitled to vote or to execute consents, or waivers, or releases may be represented at a meeting by, and may so consent, waive or release by and may exercise any of his rights by proxy or proxies appointed in a writing signed by such member. The appointment of a proxy shall be invalid after the expiration of eleven months after it is made unless the writing specifies the date on which it is to expire or the length of time it is to continue in force. Every appointment of a proxy shall be revocable unless such appointment is coupled with an interest. A revocation of a revocable appointment of a proxy may be made only as follows: (a) by the member who granted the original proxy executing a subsequent written proxy and delivering it to the Association; or (b) by the member who granted the proxy executing a written notice of revocation thereof and delivering such notice to the corporation; or (c) by the member who granted the proxy attending a meeting of the members and during such meeting obtaining the floor and announcing his revocation of the proxy. No revocation or expiration shall invalidate or affect any votes previously cast or actions previously taken by the proxy holder, and the mere presence at a meeting of a member who has granted a proxy shall not be deemed to revoke the appointment of such a proxy. A revocable appointment of a proxy is not revoked by the death or incompetency of the maker unless, before the vote is taken or the authority granted is otherwise exercised, written notice of such death or incompetency is received by the corporation from the executor or administrator of the estate of such maker or from the fiduciary having control of the ownership rights of the Unit through which the member originally obtained a voting right and in respect of which voting right the proxy was appointed.

Section 3.8. Vote Required for Action by Members. When a quorum is present or represented at any meeting of the members, a majority of the voting power present or represented by proxy at such meeting may decide any question brought before the meeting, unless the issue is one upon which by express provision of the Articles of Incorporation, the Declaration, these By-Laws or by Ohio law states a different vote is required, in which case such express provisions shall govern and control the vote necessary to decide the question.

CHAPTER IV

BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 4.1. Number. The affairs of this Association shall be managed by a Board of Managers required by Section 5311.08 of the Revised Code of Ohio, and all said Trustees shall be required to be members of the Association excepting those serving as Trustees during the existence of Class B membership in the Association. The Association has been formed and created with three Trustees, and the number of Trustees may be increased by a vote of the members of the Association, but the number of the Trustees shall not be reduced below three such persons.

Section 4.2. Term of Office. The Articles of Incorporation named the initial three Trustees and designated their term in office. The Declaration of Condominium (Section 12.3 on pages 22 through 23) provides for the manner in which Trustees shall be elected.

Section 4.3. Removal. Each Trustee shall serve as such for the term for which he was elected or appointed, subject to the provisions of the Declaration as referred to in Section 4.2 above, but may be removed from such a trustee position during said term, for good cause shown with regard to Trustees elected by the membership or any particular category of membership, at a meeting held for that purpose and by a majority of the then voting power of the membership (or of any particular category thereof which had elected the Trustee.) The Declarant shall have the sole right to remove, with or without cause, the Trustees named in the Articles of Incorporation which created the Association and to remove any such replacement Trustees the Declarant may have appointed.

Section 4.4. Vacancies. A vacancy in the Board of Trustees shall be deemed to exist if any Trustee dies, resigns, is declared by Court Order to be of unsound mind, fails to attend three consecutive duly called meetings without his absence being excused, is removed from office during his term as Trustee or, if such Trustee is required to be a member of the Association, upon his ceasing to be such a member. A vacancy in the Board of Trustees shall also be deemed to exist in the event the members act to increase the authorized number of Trustees but fail to elect the additional Trustee provided for, or at any time at which the members fail to elect the entire authorized number of Trustees. Any vacancy shall be filled by the remaining Trustees for the balance of the unexpired term. Provided, however, the Declarant have the sole right to fill vacancies with regard to trustee positions not yet elected by the membership or any particular category thereof.

Section 4.5. Compensation. No Trustee shall receive compensation for any service he may render to the Association in his capacity as Trustee, except to the extent authorized by a majority vote of the Members after Units holding fifty percent of the percentage interest in the Common Area have been sold and conveyed to Owners other than Declarant. Any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties, however, and may also receive compensation or other payment for services rendered in a capacity other than Trustee (e.g. employee, officer, agent, etc.) or for property sold to the Association.

Section 4.6. Action Taken Without a Meeting. In accordance with the terms of Ohio Revised Code Section 1702.25, any action which may be authorized or taken at a meeting of the Trustees may be authorized or taken without a meeting by the affirmative vote, consent or approval of, and in a writing or writings signed by, all of the Trustees who would be entitled to notice of a meeting to be held for the purpose of accomplishing such action. Any such writing shall be filed with or entered upon the records of the Association.

CHAPTER V

NOMINATION AND ELECTION OF TRUSTEES

Section 5.1. Nomination. Nominations for election to the Board of Trustees shall be made by a nominating committee if one exists; provided, however, that nominations may also be made from the floor at any meeting called to elect one or more Trustees. Any nominating committee which exists shall be appointed by the Board of Trustees, and if such a committee has been created it shall consist of not less than two nor more than four persons who shall be Members of the Association; a majority of any such nominating committee shall consist of Members of the Association and a majority also shall be formed by persons who are not then serving as Trustees. The appointments to such committee shall expire immediately upon completion of the election for which the nominations were made, and a new nominating committee shall be appointed by the Board of Trustees prior to the next election. In the event the Trustees fail to appoint such a committee, all nominations shall be made from the floor.

Section 5.2. Election. Election to the Board of Trustees shall be secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected; provided, however, that in the event said largest number of votes is less than a majority, a run-off election shall be held between the two candidates receiving the highest number of votes, so as to insure that those persons elected to the Board of Trustees have been selected by a majority of the voting power of the Members of the Association. Cumulative voting shall be permitted but only to the extent provided in the Declaration.

MEETINGS OF TRUSTEES

Section 6.1. Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly or more or less frequently as the Board may decide by resolution at any meeting except as otherwise provided in these By-Laws and shall be held at such places within Montgomery County, Ohio, or any adjacent county in said state, as may be designated in the Notice of the Meeting or as may be fixed or designated from time to time by resolution of the Board.

Section 6.2. Special Meetings. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board or by any two Trustees except as otherwise provided in these By-Laws, and shall be held at such place and hours as may be fixed from time to time by a resolution of the Board in the same manner as provided for regular meetings of the Board of Trustees.

Section 6.3. Notice of Meetings. Written notice of regular and special meetings of the Trustees shall be given to each Trustee in accordance with the terms of Revised Code Section 1702.31 either by personal delivery or by mail, telegram or cablegram and shall be given not less than three nor more than twenty days prior to the date of such meetings. Each Trustee must record his address with the Secretary of the Association at the time of his designation or election as such Trustee, and notices of meetings may be directed to each Trustee at such address, or if such record of address has been changed by a Trustee such notice shall be given to the Trustee at the changed address. The notice of such meetings shall set forth the place, day, hour and purposes of the meeting and no business other than that described in the notice as to the purpose of the meeting shall be transacted at such meeting. Persons calling a special meeting shall have the duty to transmit such call and the description of business to be transacted to the Trustees in adequate time so as to permit the preparation and the issuance of the required notices, and the Chairman of the Board may add additional items of business to be included in such notices.

Section 6.4. Waiver of Notice; Meetings Limited to Trustees. Notice of Trustees' meetings may be waived in writing either before or after the holding of such meeting, and the attendance of any Trustee at such meeting shall constitute a waiver by him of any such notice without the necessity of any writing. In the same manner that corporations organized for profit provide for meetings of shareholders and also provide for separate meetings of the Board of Directors (with the result that attendance at such meetings is limited to the category involved, i.e. owners of shares of stock at shareholders' meetings and directors at meetings of the Board of Directors) so meetings of the Board of Trustees shall be limited to the Trustees and to such agents, employees and invitees as the Board may wish to have present. In any event, however, as long as an appointee of the Declarant serves as a Member of the Board of Trustees any attorney and/or accountant and/or other representative of the Declarant shall be deemed to constitute such agent(s) or invitee and shall have full rights to attend and speak at meetings of the Board.

Section 6.5. Quorum. A majority of the Trustees in office at the time shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting which a quorum is present shall be regarded as the act of the Board.

Section 6.6. Adjournment of Trustees' Meetings. Whether or not a quorum is present the Trustees present at a meeting may adjourn any such meeting of the Trustees to a subsequent date. If said subsequent date and time and place to which such meeting is adjourned are fixed and announced at the meeting, written notice of said facts needs not be given to Trustees who were present at the time of such announcement, but in any event written notice of the date, time and place to which such meeting is adjourned shall be given in the manner set forth in these By-Laws for the giving of notices of such meetings to all Trustees not so present at the time of such announcement. If the specific date, time and place of any adjourned meeting shall not be so fixed and announced at the original session or attempted meeting, then written notice of such facts shall be given to all Trustees in the same manner as provided in these By-Laws for any other notice of a meeting to the Trustees.

Section 6.7. Meetings to Elect Officers. A regular or a special meeting of the Board of Trustees shall be held each year on the same day as and immediately following the annual meeting of the members of this Association, for the purpose of electing officers of the Association.

Section 6.8. Meetings by Means of Communication Equipment. Meetings of Trustees may be held through any communications equipment if all persons participating can hear each other.

CHAPTER VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1. Powers. Except in situations in which the laws of the State of Ohio, the Declaration or the Articles of Incorporation may require that action be authorized or taken in some particular or special manner, all the authority of this corporation shall be exercised by its Board of Trustees which shall have all powers and authority granted by Ohio law and in any event shall have power to:

a. Adopt and publish reasonable rules and regulations governing the use of the Properties and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights, and the right of a Member to use any recreational facilities during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice to and hearing of such Member at a meeting of the Board, for a period not to exceed sixty days for each infraction of any provision of the Condominium Instruments, including published rules and regulations;

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

d. Declare the position of a member of the Board of Trustees (except any Trustee appointed by the Declarant) to be vacant in the event such member shall be absent from three consecutive duly called meetings of the Board of Trustees without being excused from attendance by the Board; and

e. Employ manager(s), independent contractor(s), attorney(s), and such employee(s) and/or agent(s) as they may deem necessary; and to prescribe their duties.

Section 7.2. Duties. It shall be the duty of the Board of Trustees to take all such action as may be necessary or appropriate to operate and manage the Association within the scope of the powers of the Board, including but not limited to the following duties:

a. Cause to be kept a complete record of all its acts and corporate decisions, and said records shall be in the form of a corporation minute book containing the minutes of the various meetings of the Trustees and recording the actions and decisions taken and made by official resolution at such meetings. These records shall be available, as a statement of the actions and decisions of the Trustees, to the Members at each annual and special meeting of the Members.

b. Elect, supervise and remove all officers as the Board deems advisable, designate, supervise and determine the compensation of agents and employees of this Association, and see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit in the manner required in the Declaration;

2. Send written notice of each assessment, to the extent and in the manner required by the Declaration, to every person who is an owner subject to such assessments at that time;

3. Foreclose the lien against any property for which assessments are not paid within thirty days after the due date and/or to bring an action at law for recovery of the unpaid assessments, if the amount of such assessments is such that in the opinion of the Board it would be sound business judgment to foreclose such lien and/or to bring such a collection action at law;

d. Issue, or to cause an appropriate officer to issue, upon written demand by any person reasonably entitled to such information, a certificate setting forth whether or not any assessment has been paid and the amount of unpaid assessments. A reasonable charge may be made by the Board for the issuance of these certificates. Such a certificate shall be conclusive evidence of the payment of assessments and the amount of unpaid assessments, as set forth thereon;

e. Procure and maintain insurance as provided by the Declaration

f. Cause annual financial statements of the fiscal condition of the Association, both balance sheets and income statements, to be made available to all members once each year; and to cause all officers or employees having fiscal responsibilities to be bonded if the Board deems it advisable to do so;

g. Cause the maintenance work described in the Declaration to be performed with regard to property with the condominium plan;

h. Keep, or provide for the keeping of correct and complete books and records of account, as required by Ohio Revised Code Section 5311.09, so as to specify the receipts and expenditures relating to the Common Areas and other common receipts and expenses among and from the Unit Owners; also to keep the minutes of the proceedings of the members (Unit Owners) and records of the names and addresses of the members and their respective percentages of interest in the Common Area.

CHAPTER VIII

OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Officers. The officers which this corporation is required to designate and elect shall be those required by Section 1702.34 of the Ohio Revised Code, to-wit: a president, a treasurer, and any other officers and assistant officers, including a chairman of the Board of Trustees, as the Board may from time to time designate and elect. The Trustees, may, if they deem it appropriate, elect one or more vice presidents, any number of whom may be designated as executive vice president, but no officer other than the president need be a member of the Board of Trustees. In the event of the absence of any officer of the corporation or, for any other reason which the Board of Trustees may deem sufficient the Board of Trustees may delegate powers or duties of the absent officer to any other officer.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members, subject to Declarant's appointment

Section 8.3. Term. Each officer of this Association shall hold office for a term of not less than one year as may be designated by the Trustees and until his successor is elected, unless he shall sooner die, resign, or shall be removed, or otherwise cease to act as such officer, or otherwise be disqualified to serve. Provided, however, that the election or designation of an officer for a given term shall not be deemed to create contract rights in such a person to the term of office; and provided, however, that no action by any officer(s) shall be deemed to be void or voidable at the election of the corporation or any other person merely by virtue of the fact that the term of said officer has expired without a successor being elected or designated and/or without that officership position having been eliminated by action of the Trustees.

Section 8.4. Special Appointments. As authorized by Section 8.1 above, the Board may elect such other officers as the affairs of the Association may require and each of these shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office at any time with or without cause by the Board. Any officer may resign at any time 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 unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the offices other than through a combination of president and chairman of the Board of Trustees, except during the existence of the Declarant's appointive powers.

Section 8.8. Duties. The duties of the officers are as follows:

a. President. The president shall preside at all meetings of the members and, unless the Board of Trustees has designated a Chairman of the Board, shall preside at all meetings of the Board of Trustees; the president shall see that orders and resolutions of the Board are carried out; shall sign or delegate authority to sign all leases, mortgages, deeds and other written instruments; shall sign or co-sign all checks and promissory notes; and shall in general perform all duties of the chief executive officer of this corporation.

b. Vice President. The vice president shall act in the place and stead of the president in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board or delegated to him by the president.

c. Secretary. The secretary shall keep the minutes of all meetings of the Board so as to show the official actions and decisions taken and made at such meetings, and shall do the same with regard to meetings of the members. He shall serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board or delegated to him by superior officers. The position of secretary may be filled by the attorney at law designated by the Board to represent the Association.

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign or co-sign all checks and promissory notes of the Association; keep proper books of account, cause annual financial statements of the Association's fiscal condition to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members. Unless designated to the contrary by the Trustees, the fiscal year of the Association shall be co-extensive with the calendar year and the treasurer shall keep his books on that basis. Nothing herein shall be deemed to prohibit the treasurer from seeking and obtaining approval of the Board for the employment of a bookkeeper or accountant to keep the books of the Association throughout the year, or to prohibit the Board of Trustees from employing such a bookkeeper or accountant with or without the consent of the treasurer and assigning to that bookkeeper or accountant all or such portion of the duties of the treasurer as the Trustees may deem appropriate. The treasurer shall perform such other duties as the Board of Trustees will require or as will be delegated to him by superior officers.

CHAPTER IX

COMMITTEES

Section 9.1. Various Committees. The Board of Trustees may appoint a Nominating Committee, as explained in Chapter V, Section 5.1 on page 6 above, and may also appoint such other committees as the Board deems appropriate in carrying out the purposes of this Association, including but not limited to:

- a. An Architectural Control Committee which shall advise the Board of Trustees on all matters pertaining to structures and improvements now existing or to be erected as a part of the condominium development;
- b. A Recreation Committee which shall advise the Board of Trustees on all matters pertaining to the recreational program, facilities and activities of the Association, if any, and shall perform such other functions as the Board may determine in its discretion;
- c. A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvements of the properties, and which shall perform such other functions as the Board in its discretion may determine;

d. A Publicity Committee which shall inform the members of all activities and functions of the Association and which shall, after receiving approval of the Board of Trustees, make such public releases and announcements as are in the best interests of the Association;

e. An Audit Committee which shall review the annual financial statements of the Association's fiscal condition and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and the treasurer shall be an ex officio member of such a committee if it be created by the Board.

Section 9.2. Receiving Complaints. It shall be the duty of each committee to receive complaints from members on any matters involving Association functions, facilities, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Trustee or officer of the Association as is further concerned with the matter presented. Provided, however, that the Board of Trustees shall retain ultimate control, authority and responsibility and that the Board shall have the authority to reverse or override any action of any committee.

Section 9.3. Responsibility to Trustees. No committee shall be deemed to constitute a standing committee, and all committee members appointed by the Trustees shall be deemed to have been appointed to serve as such for a term of one year and until a successor is appointed or until the Trustees determine to eliminate that position or committee.

CHAPTER X

BOOKS AND RECORDS

Section 10.1. Documents Available for Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member, Trustee, officer or attorney representing the same for any reasonable and proper purpose. A copy of the Declaration, of the Articles of Incorporation and of the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association or, during existence of the appointive Trustees, in the office of the Declarant, where additional copies may be purchased at reasonable cost.

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Section 10.2. Books of Account; Listing of Unit Owners.

As required by Ohio Revised Code 5311.09, the Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the common profits, losses, and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and board of managers; and records of names and addresses of the Unit Owners and their respective percentages of interest in the Common Area facilities.

CHAPTER XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association certain assessments as are described in and fixed under the terms of the Declaration. Such assessments shall be secured by a continuing lien upon the property against which the assessment is fixed and made. Late charges and interest upon assessments not paid when due are provided for in the Declaration. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Area or by abandonment of his Unit. The names of Owners who are delinquent in payments to the Association may be posted at various places as may be determined by the Trustees.

CHAPTER XII

CORPORATE SEAL

The Association shall not be required to have or use a corporate seal.

CHAPTER XIII

AMENDMENTS

Section 13.1. Method of Amending. These By-Laws may be amended by the vote or written consent of three-fourths of the voting power of the members of the Association.

Section 13.2. Conflict with Declaration or Articles of Incorporation. In the case of any conflict between the Articles of Incorporation and these By-Laws or any amendment thereto, the Articles shall control; and in the event of any conflict between the Declaration of Condominium and these By-Laws or any amendment thereto, the Declaration shall control.

CHAPTER XIV

REAL PROPERTY TAXATION

Each Unit and its percentage of interest in the Common Area shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments, as is required by Ohio Revised Code, Section 5311.11.

CHAPTER XV

MANNER OF DESCRIBING UNITS

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 or Units of Condominium Property, it is sufficient to describe such Unit or Units by setting forth the name of the Condominium Property, the number or other designation of the Unit or Units, and the numbers or the volumes and initial pages of the records of the Declaration and drawings of the Condominium Property, all as provided in Ohio Revised Code Section 5311.10.

CHAPTER XVI

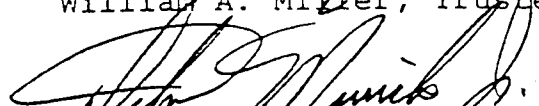
ORDER OF BUSINESS

At any meeting of the Members or Trustees of this Association the order of business shall be as follows: (1) call meeting to order; (2) designation of chairman and secretary for the meeting; (3) proof of notice, waivers of notice; (4) role call, including filing of proxies with secretary; (5) approval of minutes of previous meeting; (6) reports of various committees or individuals; (7) if annual meeting or meeting called for that purpose, election of Trustees of officers; (8) unfinished business; (9) new business; (10) adjournment.

IN WITNESS WHEREOF, we being all of the Trustees of the above-named Association have hereunto set our hands this 28th day of DECEMBER, 1979.



William A. Miller, Trustee

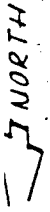


Delno Merrick, Jr., Trustee



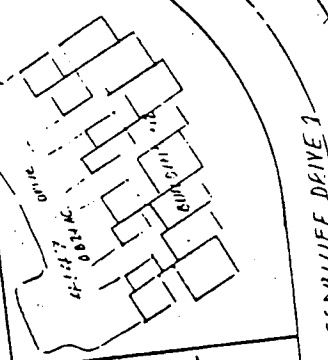
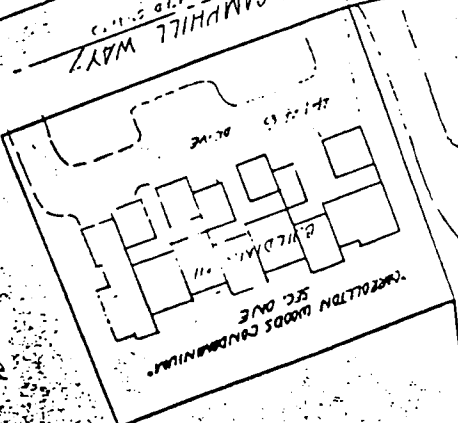
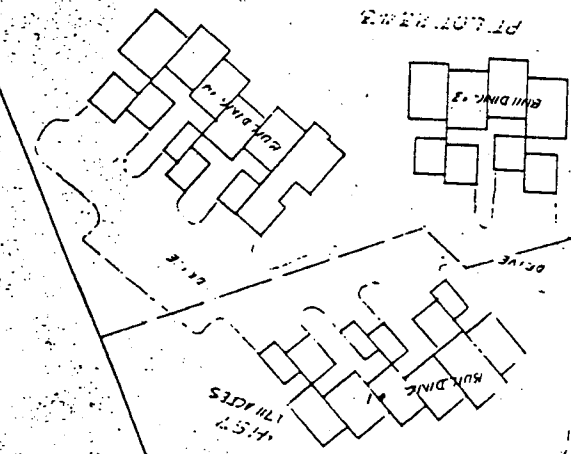
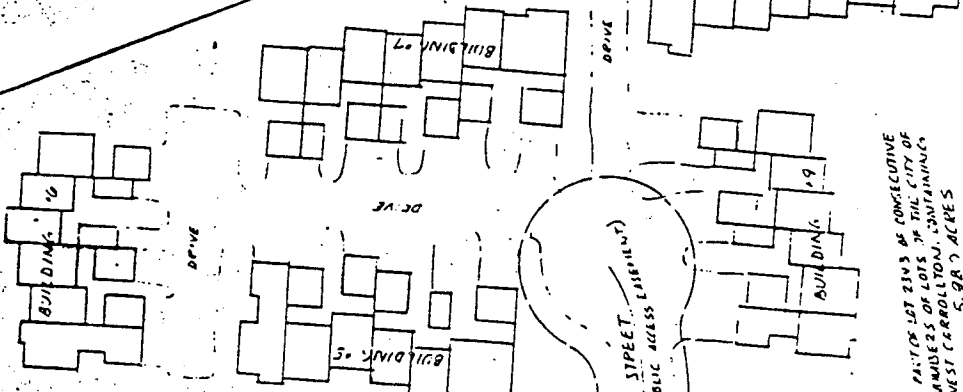
Delno Merrick, Sr., Trustee

MONTGOMERY COUNTY PARK DISTRICT



PLIE SPANS SUBMITTAL

PLIE SPANS SUBMITTAL



SHENANDOAH TRAIL (SP-WIDE PUBLIC ACCESS EASEMENT)

PART OF LOT 213 IS CONSECUTIVE HANDS OF LOTS 37-THE CITY OF WEST CARROLLTON, CONTAINING 5.987 ACRES

RIGHT OF WAY

INTERSTATE ROUTE 75

80 408B10

4114 0.367 AC
RED BLUFF SEC 2
(POSSIBLE ADDITION TO DEVELOPMENT WITH VARIOUS UTILITIES)

RED BLUFF DRIVE 1
(2.5 IN SEC. 175)

POSSIBLE ADDITION TO DEVELOPMENT WITH VARIOUS UTILITIES

4122
RED BLUFF SEC 2
4171
0.310 AC

4113
0.653 AC

4120
0.442 AC

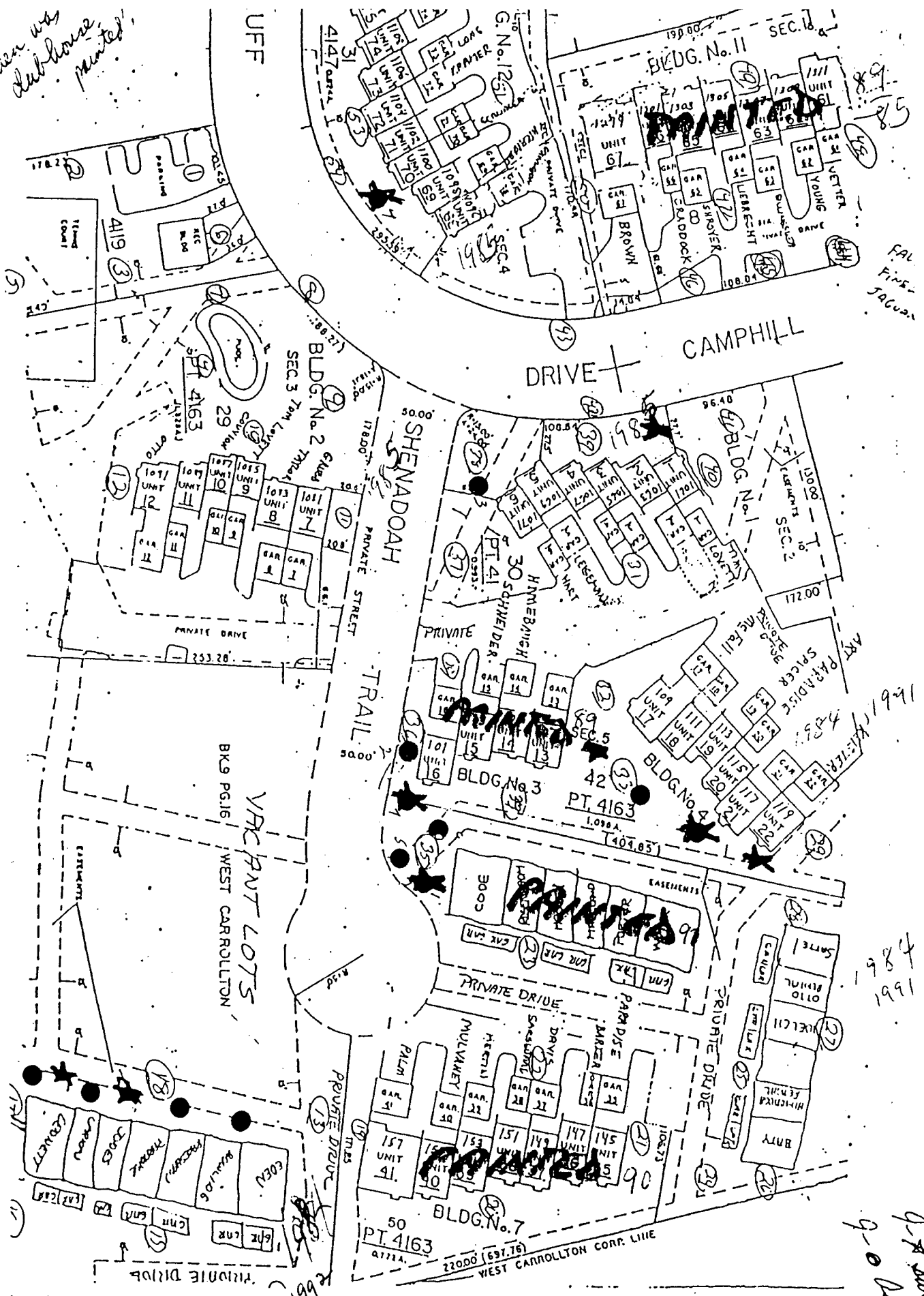
DEVELOPMENT PLAN FOR PROPOSED COMPLETE CARROLLTON WOODS CONDOMINIUM

CITY OF WEST CARROLLTON, MONTGOMERY COUNTY, OHIO

JOHN W. JUDGE ENGINEERING COMPANY
GEORGETOWN, OHIO

1/4 in. Alt. Woods Center

When was sub-house painted?



FAL FIRE JAGUAR

1991

1985

9-0
9-1
9-2
9-3
9-4
9-5
9-6
9-7
9-8
9-9
9-10

Carrollton Woods

CONDOMINIUM SECTION TWO

SECTION 14, TOWN 1, RANGE 6 MRS CITY OF WEST CARROLLTON MONTGOMERY COUNTY, OHIO

CONTAINING 0.993 ACRES Being Part of Carrollton Woods Recorded in PG III, PG 93

SCALE: 1" = 20'

This instrument was prepared by JOHN P. JACOB ENGINEERING COMPANY 400 EAST DAVENPORT AVENUE, OHIO 43040

OCTOBER, 1980

DEDICATION THE UNDERSIGNED DOES AND HEREBY DEDICATES TO THE CITY OF WEST CARROLLTON...

AND TO THE BOARD OF SUPERVISORS AND TO THE BOARD OF ZONING AND PLANNING COMMISSIONERS...

SUBJECT TO THE CONSENT AND APPROVAL OF THE BOARD OF SUPERVISORS AND THE BOARD OF ZONING AND PLANNING COMMISSIONERS...

STATE OF OHIO, COUNTY OF MONTGOMERY, ss. I, JOHN P. JACOB, being duly sworn, depose that...

STATE OF OHIO, COUNTY OF MONTGOMERY, ss. I, JOHN P. JACOB, being duly sworn, depose that...

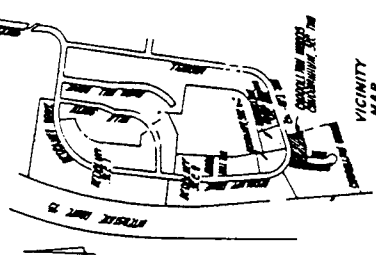
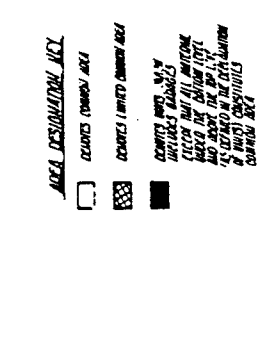
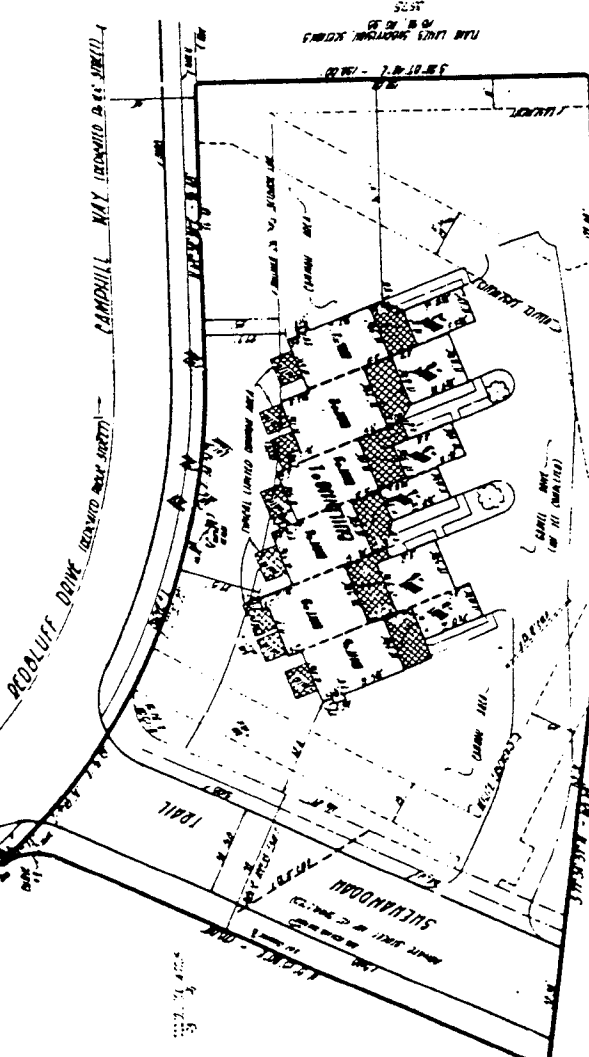


STATE OF OHIO, COUNTY OF MONTGOMERY, ss. I, JOHN P. JACOB, being duly sworn, depose that...

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY SEAL OF OFFICE ON THE DAY AND DATE ABOVE WRITTEN...

AND THAT THE CITY OF WEST CARROLLTON HAS ACCEPTED AND AGREED TO TAKE SAID DEDICATION...

FRED E. FRISVOLD City Engineer



APPLICABLE LOCATION OF LOT AND BLOCK DIMENSIONS SUMMARY AND FINISHED INTERIOR DIMENSIONS. CERTIFICATION THE BOARD OF ZONING AND PLANNING COMMISSIONERS OF THE CITY OF WEST CARROLLTON HAS REVIEWED AND APPROVED THIS DEDICATION...

80 545A12

Carrollton Woods Condominium

SECTION THREE

CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO
SECTION 14, TOWN I, RANGE 6 MRS
CONTAINING 1828 ACRES
OCTOBER, 1980

This instrument was prepared by
JOHN W. JACOB ENGINEERING COMPANY
100 EAST DAVID ROAD
AUSTIN, OHIO 43086

SCALE: 1" = 20'

DEDICATION
THE UNDERSIGNED OWNER AND LIQUIDATED PARTNER IN AND ONE OF THE PARTNERS OF THE PARTNERSHIP OF
SPOKES AND TENDRILS FIRM IN THE CONDOMINIUM AND PARTNERSHIP OF SPOKES AND TENDRILS FIRM AS SET FORTH IN THE
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS OF SAID COUNTY, OHIO, HAVE HEREBY
SALE OF SAID CONDOMINIUM TO THE RECORDS OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON,
OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY, OHIO, AND IN THE STATE OF OHIO.

AND ALL DEVELOPERS, DESIGNERS, ARCHITECTS, ENGINEERS, CONTRACTORS,
AND ALL OTHER PERSONS WHOSE NAMES OR NAMES OF SAID DEVELOPERS, DESIGNERS,
ARCHITECTS, ENGINEERS, CONTRACTORS, AND ALL OTHER PERSONS ARE SET FORTH IN THE
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS
OF THE PARTNERSHIP OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID
DECLARATIONS FILED INTO THE RECORDS OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON,
OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY, OHIO, AND IN THE STATE OF OHIO.

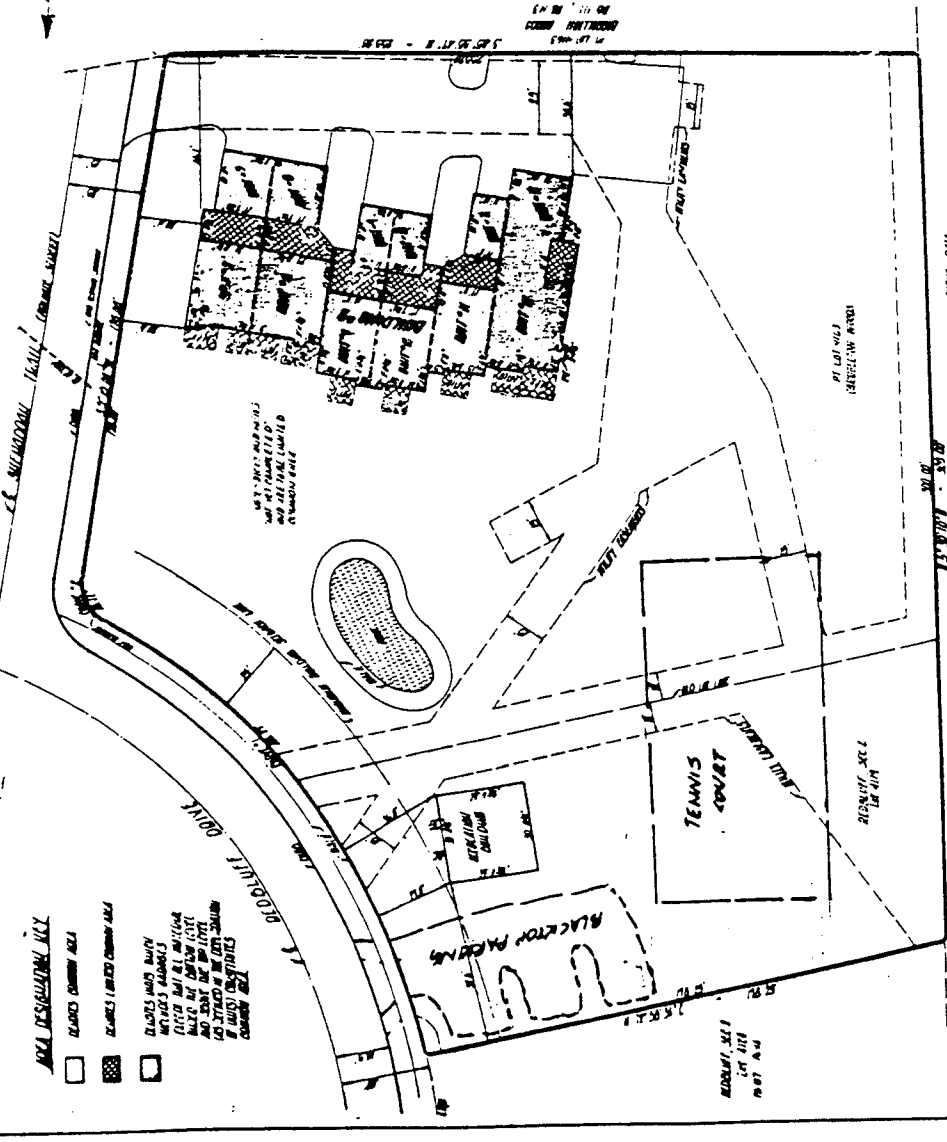
STATE OF OHIO, COUNTY OF MONTGOMERY COUNTY, SS
I, JOHN W. JACOB, ENGINEER, DO hereby certify that the above and foregoing is a true and correct copy of the
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS
OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON, OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY,
OHIO, AND IN THE STATE OF OHIO.

STATE OF OHIO, COUNTY OF MONTGOMERY COUNTY, SS
I, JOHN W. JACOB, ENGINEER, DO hereby certify that the above and foregoing is a true and correct copy of the
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS
OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON, OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY,
OHIO, AND IN THE STATE OF OHIO.

STATE OF OHIO, COUNTY OF MONTGOMERY COUNTY, SS
I, JOHN W. JACOB, ENGINEER, DO hereby certify that the above and foregoing is a true and correct copy of the
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS
OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON, OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY,
OHIO, AND IN THE STATE OF OHIO.

STATE OF OHIO, COUNTY OF MONTGOMERY COUNTY, SS
I, JOHN W. JACOB, ENGINEER, DO hereby certify that the above and foregoing is a true and correct copy of the
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS
OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON, OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY,
OHIO, AND IN THE STATE OF OHIO.

STATE OF OHIO, COUNTY OF MONTGOMERY COUNTY, SS
I, JOHN W. JACOB, ENGINEER, DO hereby certify that the above and foregoing is a true and correct copy of the
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS
OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON, OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY,
OHIO, AND IN THE STATE OF OHIO.



CERTIFICATION
I, JOHN W. JACOB, ENGINEER, DO hereby certify that the above and foregoing is a true and correct copy of the
DECLARATION AND CHARTERS OF SAID CONDOMINIUM AND IN THE DECLARATION AND CHARTERS OF THE PARTNERSHIP
OF SPOKES AND TENDRILS FIRM, AND IN ANY AMENDMENTS TO SAID DECLARATIONS FILED INTO THE RECORDS
OF SAID COUNTY, OHIO, AND IN THE CITY OF WEST CARROLLTON, OHIO, AND IN THE COUNTY OF MONTGOMERY COUNTY,
OHIO, AND IN THE STATE OF OHIO.

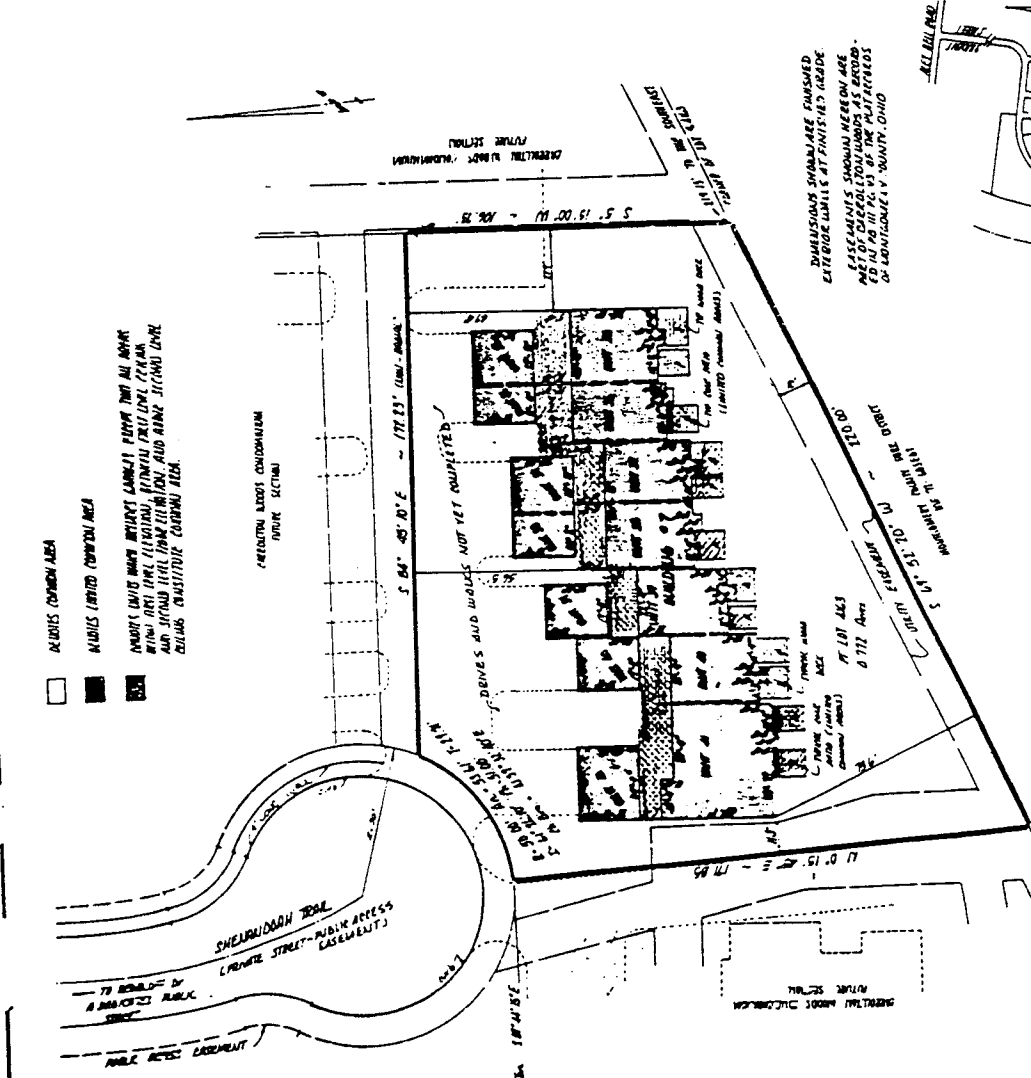
FRED F. FULMER, P. E., E. S.
REGISTERED PROFESSIONAL ENGINEER
STATE OF OHIO

Carrollton Woods

CONDOMINIUM SECTION SIX

SECTION 14, TOWN I, RANGE 6 M.R.S. CITY OF WEST CARROLLTON MONTGOMERY COUNTY, OHIO CONTAINING 0.712 ACRES

SCALE: 1" = 20' MAY, 1981 JOHN W. JUDGE ENGINEERING COMPANY 1700 EAST DARIUS ROAD KETTERING, OHIO 45429



THE WITHIN THESE PLEASURES OF CARROLLTON WOODS CONDOMINIUM SECTION SIX IS PART OF THE LANDS COMPLETED IN ACCORDANCE WITH THE DEVELOPMENT PLAN SUBMITTED TO THE CITY OF WEST CARROLLTON, OHIO, AND ALSO PART OF THE CARROLLTON WOODS AS DESCRIBED IN THE RECORDS OF THE COUNTY OF MONTGOMERY, OHIO, AND ALSO PART OF THE CARROLLTON WOODS AS DESCRIBED IN THE RECORDS OF THE COUNTY OF MONTGOMERY, OHIO, AND ALSO PART OF THE CARROLLTON WOODS AS DESCRIBED IN THE RECORDS OF THE COUNTY OF MONTGOMERY, OHIO.

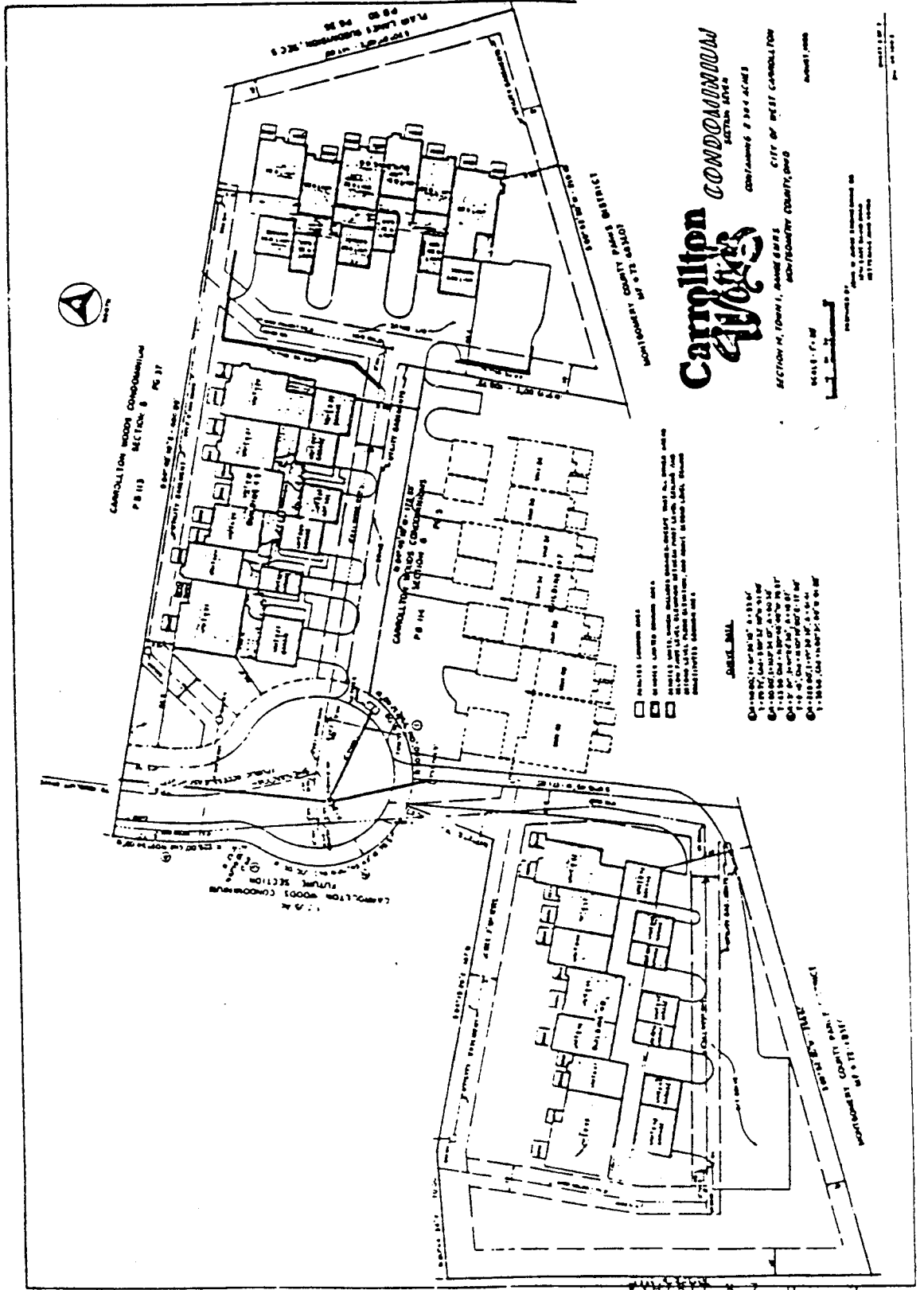
DEDICATION THE UNDERSIGNED, JAMES AND HELEN, HERETOFORE JOINTLY OWNERS OF THE LANDS HEREIN DESCRIBED, AND NEARLY INTERESTED PARTIES TO THE CONDOMINIUM PLAN HEREBY DEEDED TO THE CITY OF WEST CARROLLTON, OHIO, AND APPROVES OF THE DEDICATION OF THE LANDS HEREIN DESCRIBED TO THE CITY OF WEST CARROLLTON, OHIO, AND APPROVES OF THE DEDICATION OF THE LANDS HEREIN DESCRIBED TO THE CITY OF WEST CARROLLTON, OHIO, AND APPROVES OF THE DEDICATION OF THE LANDS HEREIN DESCRIBED TO THE CITY OF WEST CARROLLTON, OHIO.

STATE OF OHIO, COUNTY OF MONTGOMERY, I, JAMES AND HELEN, JOINTLY OWNERS OF THE LANDS HEREIN DESCRIBED, AND NEARLY INTERESTED PARTIES TO THE CONDOMINIUM PLAN HEREBY DEEDED TO THE CITY OF WEST CARROLLTON, OHIO, AND APPROVES OF THE DEDICATION OF THE LANDS HEREIN DESCRIBED TO THE CITY OF WEST CARROLLTON, OHIO, AND APPROVES OF THE DEDICATION OF THE LANDS HEREIN DESCRIBED TO THE CITY OF WEST CARROLLTON, OHIO.

FRED F. RECKER, P. E., P. R. T. M. ENGINEERING COMPANY

81 306B01

to the amendment



Carillon
Woods
Condominiums

SECTION 5, TOWN OF WEST CARILLON, ANDOTWISSEY COUNTY, OHIO

CONFIRMED 2.99 ACRES

SCALE: 1" = 20'

PORTLAND COUNTY PARK

SOUTH BAY TRAIL

CONDOMINIUM UNIT 111

CONDOMINIUM UNIT 112

CONDOMINIUM UNIT 113

CONDOMINIUM UNIT 114

CONDOMINIUM UNIT 115

CONDOMINIUM UNIT 116

CONDOMINIUM UNIT 117

CONDOMINIUM UNIT 118

CONDOMINIUM UNIT 119

CONDOMINIUM UNIT 120

CONDOMINIUM UNIT 121

CONDOMINIUM UNIT 122

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CONDOMINIUM UNIT 194

CONDOMINIUM UNIT 195

CONDOMINIUM UNIT 196

CONDOMINIUM UNIT 197

CONDOMINIUM UNIT 198

CONDOMINIUM UNIT 199

CONDOMINIUM UNIT 200

80-408305 -

EXHIBIT B-1

Carrollton Woods

SECTION ONE

SECTION 14, TOWN I, RANGE 6 M.R.S. CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO

CONTAINING 0.791 ACRES
Being Lot 4146 of Parcel 10, Section 2-4
Recorded in PG 106, PG 30

SCALE: 1" = 20'
The instrument was prepared by
JOHN W. JUDD ENGINEERING COMPANY
1000 EAST DAVID ROAD
MIDDLETOWN, OHIO 45422

DESCRIPTION
THE FOREGOING TRACT AND INCORPORATED HEREIN SUBJECT TO AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED
AND THESE ARTICLES HEREIN IN THE CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED
AND THESE ARTICLES HEREIN IN THE CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED

SECTION 14, TOWN I, RANGE 6 M.R.S. CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO

CONTAINING 0.791 ACRES
Being Lot 4146 of Parcel 10, Section 2-4
Recorded in PG 106, PG 30

SCALE: 1" = 20'
The instrument was prepared by
JOHN W. JUDD ENGINEERING COMPANY
1000 EAST DAVID ROAD
MIDDLETOWN, OHIO 45422

DESCRIPTION
THE FOREGOING TRACT AND INCORPORATED HEREIN SUBJECT TO AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED
AND THESE ARTICLES HEREIN IN THE CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED

SECTION 14, TOWN I, RANGE 6 M.R.S. CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO

CONTAINING 0.791 ACRES
Being Lot 4146 of Parcel 10, Section 2-4
Recorded in PG 106, PG 30

SCALE: 1" = 20'
The instrument was prepared by
JOHN W. JUDD ENGINEERING COMPANY
1000 EAST DAVID ROAD
MIDDLETOWN, OHIO 45422

DESCRIPTION
THE FOREGOING TRACT AND INCORPORATED HEREIN SUBJECT TO AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED
AND THESE ARTICLES HEREIN IN THE CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED

SECTION 14, TOWN I, RANGE 6 M.R.S. CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO

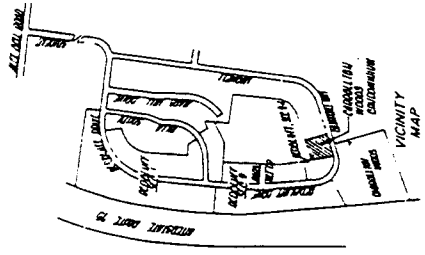
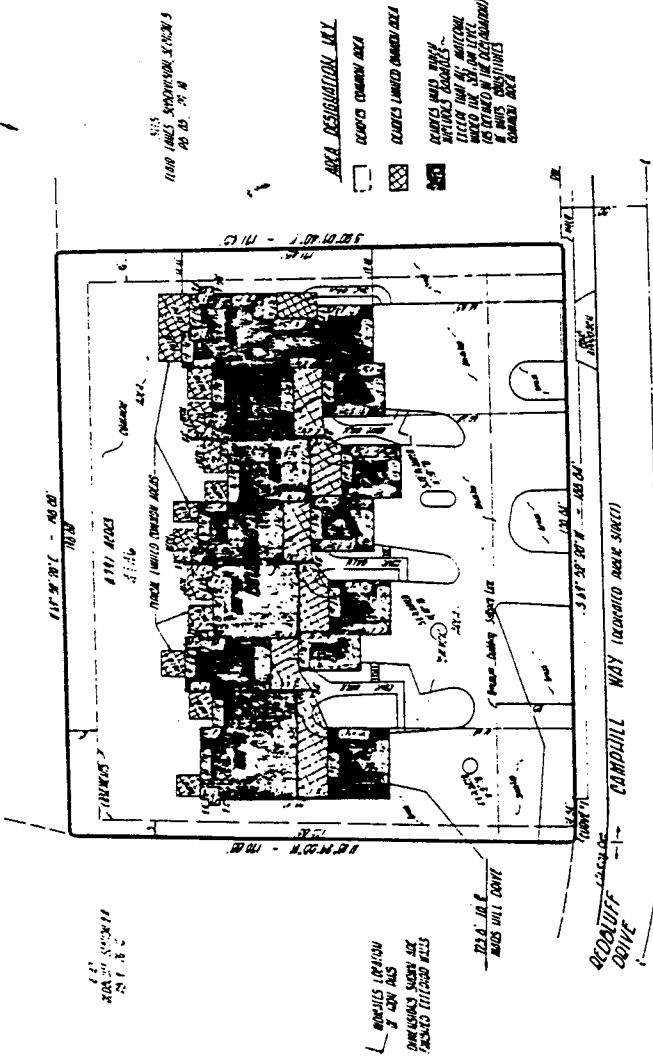
CONTAINING 0.791 ACRES
Being Lot 4146 of Parcel 10, Section 2-4
Recorded in PG 106, PG 30

SCALE: 1" = 20'
The instrument was prepared by
JOHN W. JUDD ENGINEERING COMPANY
1000 EAST DAVID ROAD
MIDDLETOWN, OHIO 45422

DESCRIPTION
THE FOREGOING TRACT AND INCORPORATED HEREIN SUBJECT TO AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED
AND THESE ARTICLES HEREIN IN THE CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED

SECTION 14, TOWN I, RANGE 6 M.R.S. CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO

CONTAINING 0.791 ACRES
Being Lot 4146 of Parcel 10, Section 2-4
Recorded in PG 106, PG 30



CERTIFICATION
THE WITHIN TRACT, FIRST, DURING OF CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED
AND THESE ARTICLES HEREIN IN THE CONSTRUCTION OF THE FOREGOING TRACT AND IN ACCORDANCE WITH THE SUPERVISION OF THE LANDS NEEDED DEVELOPED

THIS DOCUMENT REPRESENTS THE ORIGINAL AS SHOWN ON THE ORIGINAL RECORDS AS SHOWN ON THE ORIGINAL RECORDS AS SHOWN ON THE ORIGINAL RECORDS



John W. Judd
Engineer
1000 East David Road
Middletown, Ohio 45422

Carrollton Woods

CONDOMINIUM SECTION 19A

SECTION 19, TOWNSHIP 6 NORTH, RANGE 6 WEST, CITY OF WEST CARROLLTON, MONTGOMERY COUNTY, OHIO
CONTAINING 0.824 ACRES

DEVELOPER: THE CARROLLTON WOODS DEVELOPMENT COMPANY
3333 EAST DAVID ROAD
MIDDLETOWN, OHIO 45228

OCTOBER 4, 1980

DEDICATION
THE CARROLLTON WOODS DEVELOPMENT COMPANY, DEVELOPER OF THE CARROLLTON WOODS CONDOMINIUM DEVELOPMENT, HAS HEREBY DEDICATED TO THE CITY OF WEST CARROLLTON, OHIO, THE COMMON AREAS SHOWN ON THIS PLAN FOR THE USE AND BENEFIT OF THE OWNERS OF THE UNITS IN SAID CONDOMINIUM DEVELOPMENT. THE COMMON AREAS SO DEDICATED ARE SHOWN ON THIS PLAN AND ARE DESCRIBED AS FOLLOWS:

1. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

2. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

3. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

4. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

5. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

6. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

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21. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

22. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

23. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

24. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

25. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

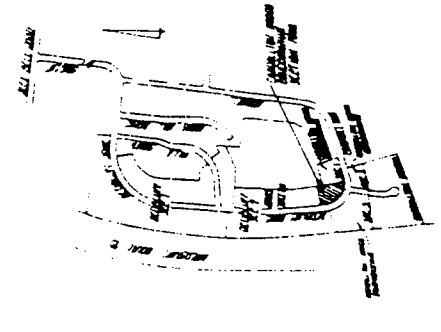
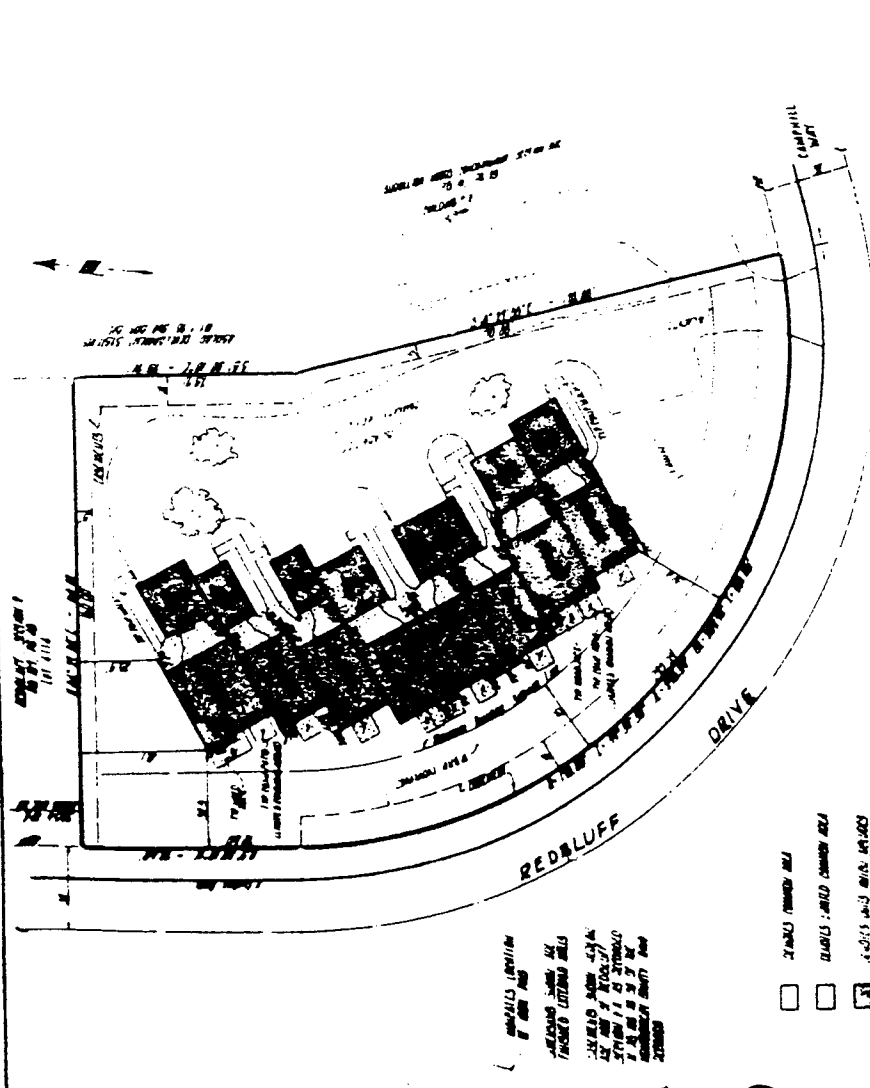
26. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

27. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

28. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

29. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.

30. ALL AREAS SHOWN AS COMMON AREAS ON THIS PLAN.



THESE COMMON AREAS ARE HEREBY DEDICATED TO THE CITY OF WEST CARROLLTON, OHIO, FOR THE USE AND BENEFIT OF THE OWNERS OF THE UNITS IN SAID CONDOMINIUM DEVELOPMENT. THE COMMON AREAS SO DEDICATED ARE SHOWN ON THIS PLAN AND ARE DESCRIBED AS FOLLOWS:

[Signature]
THE CARROLLTON WOODS DEVELOPMENT COMPANY



FILED - FREIGHTS, P. O. BOX 171, 12-11

Carrollton Woods

CONDOMINIUM SECTION THREE

SECTION 14, TOWN I, RANGE 6 MRS CITY OF WEST CARROLLTON MONTGOMERY COUNTY, OHIO

CONTAINING 1829 ACRES
The instrument was prepared by JOHN B. MADR ENGINEERING COMPANY 1700 EAST DAVID ROAD KETTERING, OHIO 45429
OCTOBER 1, 1980

SCALE 1" = 20'

DEDICATION
THE UNDERSIGNED HAS AND LEGALLY OBTAINED AND NOW HAS IN HIS POSSESSION THE LAND HEREIN DESCRIBED AND THE INTERESTS THEREIN, TO THE ENTIRETY OF SAID LAND AND INTERESTS, AND HAS DECIDED TO DONATE SAID LAND AND INTERESTS TO THE CITY OF WEST CARROLLTON, OHIO AND THE COUNTY OF MONTGOMERY, OHIO FOR THE PURPOSES OF PROVIDING HOUSING FOR THE NEEDY AND PROVIDING A RECREATION AREA FOR THE ENJOYMENT OF THE PEOPLE OF SAID CITY AND COUNTY.

WANT AND PURCHASED BY THE CITY OF WEST CARROLLTON, OHIO
[Signature]
CITY CLERK

WANT DEVELOPMENT BANKERS IN THE STATE OF OHIO
[Signature]
STATE CLERK

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

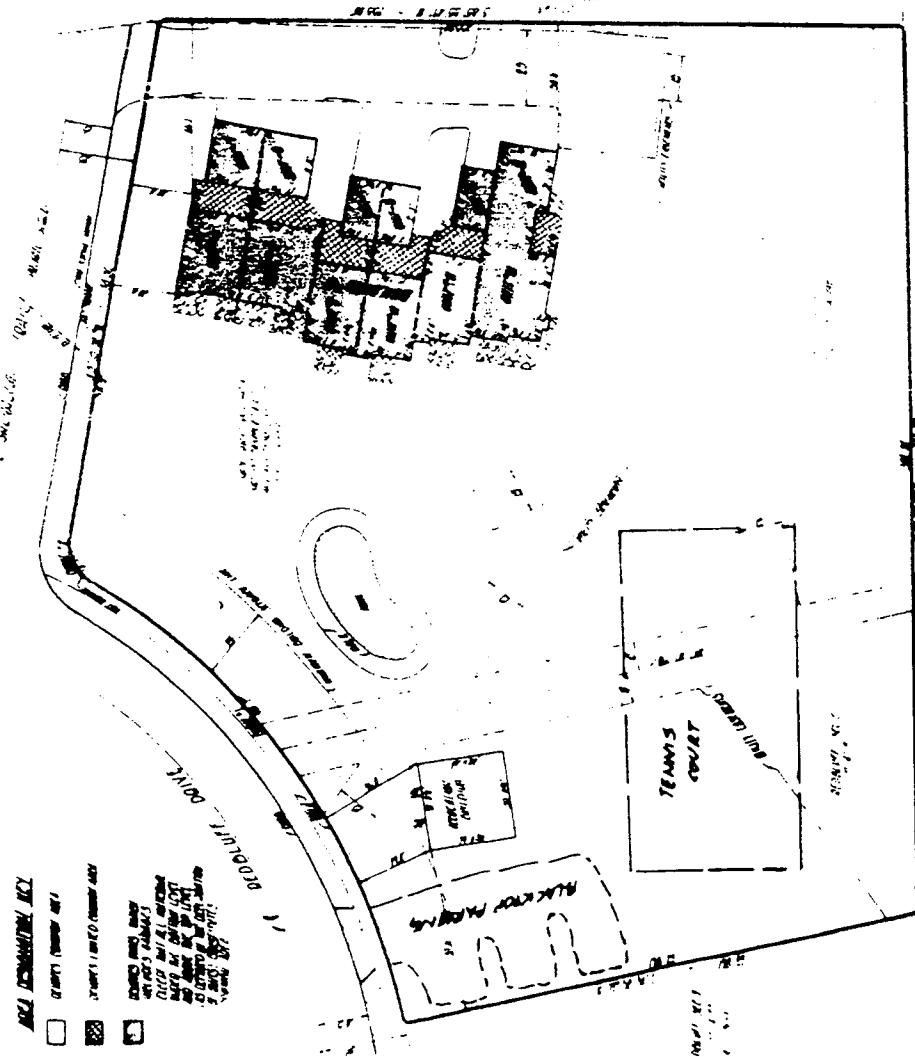
WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER

WANT TO DEVELOP THE LAND AND INTERESTS THEREIN
[Signature]
OWNER



CERTIFICATION
I, JOHN B. MADR, ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED LAND AND INTERESTS ARE THE PROPERTY OF THE CITY OF WEST CARROLLTON, OHIO AND THE COUNTY OF MONTGOMERY, OHIO, AND THAT SAID LAND AND INTERESTS ARE BEING DONATED TO SAID CITY AND COUNTY FOR THE PURPOSES OF PROVIDING HOUSING FOR THE NEEDY AND PROVIDING A RECREATION AREA FOR THE ENJOYMENT OF THE PEOPLE OF SAID CITY AND COUNTY.

[Signature]
JOHN B. MADR, ENGINEER

[Signature]
CITY CLERK

[Signature]
STATE CLERK

[Signature]
OWNER

IRWIN F. WICKER, P. E., P. S.

Carrollton Woods

CONDOMINIUM
SUBDIVISION

SECTION 14, TOWN 1, RANGE 6 MRS CITY OF WEST CARROLLTON
MONTGOMERY COUNTY, OHIO

CONTAINING 0.983 ACRES
Being Part of Carrollton Woods
Recorded in PG 11, PAGE

SCALE 1" = 20'

OCTOBER, 1980

The instrument was prepared by
John A. Jones, Professional Engineer
and Gary James Jones,
Professional Land Surveyor

DEDICATION
The undersigned, being duly qualified under the laws of the State of Ohio and being duly sworn, depose and say that the above described premises are being dedicated to the use of the City of West Carrollton, Ohio, for the purpose of a park and recreation area, and that the same are being dedicated to the use of the City of West Carrollton, Ohio, for the purpose of a park and recreation area, and that the same are being dedicated to the use of the City of West Carrollton, Ohio, for the purpose of a park and recreation area.

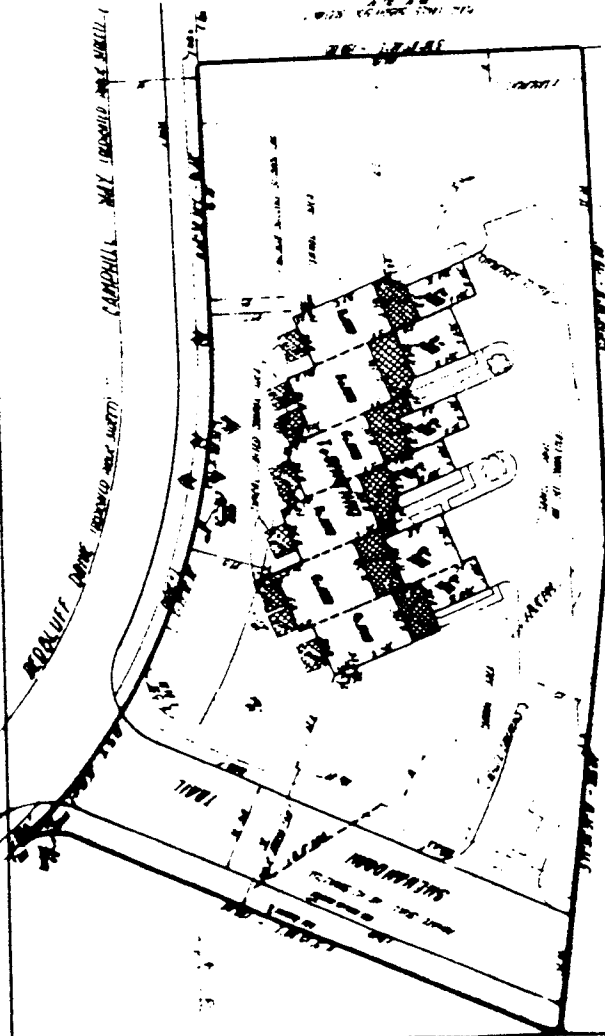
(Signatures and Notary Seal)

(Signatures and Notary Seal)

(Signatures and Notary Seal)

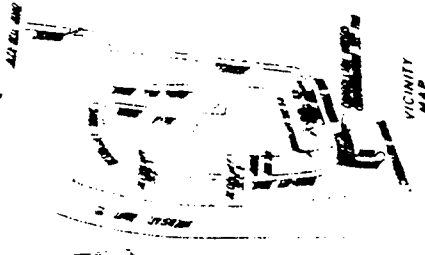
(Signatures and Notary Seal)

(Signatures and Notary Seal)



AREA DESCRIPTION KEY

[Symbol]	LANDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT
[Symbol]	RECORDS UNDER ASSESSMENT



CERTIFICATION
I, the undersigned, being duly qualified under the laws of the State of Ohio and being duly sworn, depose and say that the above described premises are being dedicated to the use of the City of West Carrollton, Ohio, for the purpose of a park and recreation area, and that the same are being dedicated to the use of the City of West Carrollton, Ohio, for the purpose of a park and recreation area, and that the same are being dedicated to the use of the City of West Carrollton, Ohio, for the purpose of a park and recreation area.

(Signatures and Notary Seal)

(Signatures and Notary Seal)

