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DECLARATION OF CONDOMINIUM

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

TIMBERLODGE CONDOMINIUM

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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 _____, 1978.

Montgomery County Auditor


BY _____
COUNTY AUDITOR 82. 62 d3S

All condominium drawings are recorded in Plat Book 106 at
Page(s) 41, and reduced size drawings are attached
to this Declaration.

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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 Terra Firma Building Contractors, Inc. and solely for use with regard to the development of the specific parcel of real estate described in Exhibit A-1 to the Declaration establishing a plan for Timberlodge 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 of this condominium development.

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DECLARATION OF CONDOMINIUM

FOR

TIMBERLODGE CONDOMINIUM

This Declaration of Condominium is made and entered into this 27th day of September, 1978.

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 or Declarant. 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:

Terra Firma Building Contractors, Inc., an Ohio corporation
whose address is:
8531 Springboro Pike, Miamisburg, Ohio 45342.

Section 1.2. Name of this Condominium. The name by which this condominium development shall be known is Timberlodge Condominium.

Section 1.3. Purpose of this Condominium. The purpose 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 and any personal property existing thereon and listed or described in Exhibit A-1 of this Declaration 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; and
- (b) To designate other portions of said condominium property as common or limited common areas to be owned in undivided interest as tenants in common by those persons who own the various condominium units; and

(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. Declarant Owns Fee Simple Title. The Declarant is the owner of the fee simple title to the real estate described in Exhibit A-1 of this Declaration, and also is the absolute owner of any personal property listed or described in said Exhibit A-1, which real estate (and personal property, if any) 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 (and of any personal property) submitted to condominium ownership through this Declaration, as required to be included in the Declaration by Ohio Revised Code Section 5311.05 (B) (1) 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 and commercial facilities (if any) 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 ownership of any condominium unit, shall constitute a subdivision within the meaning of, or be 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 the particulars of every building including but not limited to the layout, location, designation and dimensions of each unit, and of the common and limited common areas and facilities insofar as is graphically possible. Those drawings, which are identified as Exhibit B-1, bear the certified statement of a registered surveyor and licensed professional engineer that said drawings accurately show all buildings as constructed.

DECLARATION

Section 2. Declaration That Property Is Subject To Condominium Statutes. The Declarant hereby makes, establishes and declares the following Declaration of Condominium Ownership of and for the real 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 (and any personal property existing thereon which is listed or described in said Exhibit A-1) 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 Declarant further declares that all of said real property, every building, improvement and structure thereon, and all easements, rights, appurtenances (and any such personal property) 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.

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. 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 (J), and for the purpose of this Timberlodge Condominium shall be deemed to be the Ohio non-profit corporation known as Timberlodge Homeowners' 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 3.2. Condominium Plan shall mean, refer to and include all of the terms, conditions, covenants, easements, restrictions and miscellaneous provisions established by and through this Declaration, together with all provisions of the Articles of Incorporation and of the By-Laws of the Association and also together with the provisions of any and all applicable condominium statutes contained in Chapter 5311 of the Revised Code of Ohio.

Section 3.3. Condominium Property shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (A), the

tract of real estate described in Exhibit A-1 of this Declaration together with all buildings, improvements, and structures thereon, and all easements, rights and appurtenances belonging thereto (and any articles of personal property existing thereon and listed or described in said Exhibit A-1). All of such condominium property is referred to from time to time throughout this Declaration as the "property" or "properties." In the event that through the process of merger or of "annexation" by amendment to this Declaration, other real or personal property is brought within the jurisdiction of this condominium plan, such other "property" shall, by virtue of such merger or annexation by amendment, also be included within the meaning of this definition.

(a) Common Areas and Facilities shall mean, refer to and include the following parts of the condominium property (which may be referred to in this Declaration simply as "common area"):

(1) The land described in Exhibit A-1 to this Declaration.

(2) All buildings, improvements and structures situated on said land, and all easements, rights and appurtenances belonging thereto (to the extent they are not a part of a Unit (as a Unit is described in Section 3.3 (b) of this Declaration and as depicted in Exhibit B-1 of this Declaration), and to the extent they are not a part of Association Property (as defined in Section 3.7 of this Declaration), including but not limited to:

(i) The foundations, columns, girders, beam supports, supporting walls, roofs, wiring, pipelines, any common halls or corridors, any common antenna systems and any common entrances and exits wherever located.

(ii) Any yards, gardens, vegetation, fences, unenclosed parking areas, and all landscaping.

(iii) Tanks, pumps, motors, fans, swimming pool (if any), compressors, ducts and, in general, any and all apparatus, equipment, facilities and installations existing for common use of the various units.

(iv) All portions of any structures and of any equipment and facilities situated on the common area.

(v) Any articles of personal property situated on any portion of the properties and which are listed or described in Exhibit A-1 to this Declaration.

(vi) All other portions of the condominium property which have been designated as common areas in this Declaration or in any exhibits attached hereto.

(b) Unit shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (G), 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 being set forth in Exhibit B-1. The boundaries of each such unit shall in any event extend to and include the following items:


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

(2) 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;

(3) 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;

(4) 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.

*Wastewater line
installed for use of
unit*



(5) 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.

(c) Limited Common Areas and Facilities shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (I) 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. Each 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 3.4. 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.

Section 3.5. Common Expenses shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (D), those expenses designated as such in Chapter 5311 of the Revised Code of Ohio, 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 3.6. Common Profits shall mean, refer to and include as provided in Ohio Revised Code Section 5311.01 (E), the amount for any period of time by which the total income, rents, profits, receipts and revenues from the common area exceed the common expenses for such period. As required by Ohio Revised Code Section 5311.21, such common "profits" shall be distributed among the unit owners according to the percentage of interests in the common areas attributable to the respective units; and the Association shall determine the periods of time for which the common "profits" are computed which periods may be less or greater than a year, and shall also determine the time or times at which any distribution of such "profits" shall be made.

Section 3.7. Association Property shall mean, refer to and include any interests in real or personal property owned, leased or rented by the Association. If the Association is the owner of any unit it shall have all the rights, privileges, duties and obligations of an owner under this condominium plan.

Section 3.8. Declaration shall mean and refer to this written instrument, including the title page and all subsequent pages through the final page of the last Exhibit attached to this instrument together with any and all amendments to said Declaration.

Section 3.9. Singular, Plural, Gender. Whenever the context so permits or requires, the use of the plural shall include the singular the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

DESCRIPTION OF THE BUILDING

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 are three residential buildings contained in this condominium plan, as set forth below:

<u>building identification</u>	<u>units</u>
A	1 through 5
B	6 through 9
C	10 through 14

There is also a community building which is designated as a clubhouse on the drawings attached as Exhibit B-1.

Section 4.2. Location of Buildings. The location of the building (upon the real estate premises described in Exhibit A-1) is as set forth on the plans attached hereto and known as Exhibit B-1.

Section 4.3. Principal Materials Used in the Buildings. The Buildings are constructed primarily of wood, and the basic method of construction used is wood siding over a wood frame.

Section 4.4. Mechanical Equipment. Within each unit included in these buildings and/or as limited common area outside each unit there is independent electric heating equipment and air conditioning equipment to be used solely for each such unit and not to be used in common. There are no elevators.

Section 4.5. Number of Stories. The buildings included in this condominium plan range from one story through two stories in height, with the plans and drawings attached as Exhibit B-1 setting forth graphic information as to such height. All of the buildings are constructed upon slab foundations.

Section 4.6. Garages. Each of the fourteen units which are a part of this condominium plan includes an attached one-car garage, and Exhibit B-1 sets forth graphic information with regard to the location and lay-out of each such garage.

IDENTIFICATION OF UNITS

Section 5. Data Necessary for the Proper Identification of Units Contained in this Condominium. It is required by Ohio Revised Code Section 5311.05 (B) (5), that a condominium declaration set forth sufficient information and other data so as to identify each unit properly, and that material 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 in Section 3.3 (b) of this Declaration.

Section 5.2. Designation of Each Unit. Each unit is designated separately by an identifying number and/or letter as set forth on the drawings attached to this Declaration and identified as Exhibit B-1.

Section 5.3. Location of Each Unit. The location of each unit is depicted upon the drawings attached to this Declaration and identified as 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.

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 fourteen.

DESCRIPTION OF COMMON AREA
AND FACILITIES

Section 6. Description of Common Area. Ohio Revised Code Section 5311.05 (B) (6) requires that a condominium declaration contain a description of the common area and the following material sets forth that information.

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 in Section 3.3 (a) of the Declaration.

Section 6.2. Specific Facilities Within the Buildings Which Constitute Part of the Common Area. There are no rooms, recreational areas or recreational facilities set aside as common area within any residential buildings included in this condominium plan, although various structural and mechanical items of the buildings themselves may be included within the definition of common area. As previously referred to in this Declaration and as depicted on the Drawings attached as Exhibit B-1, there is a community building, designated as a clubhouse, which is entirely common area; in addition, the common area is improved with a swimming pool as depicted on Exhibit B-1.

Section 6.3. Grounds and Facilities Outside the Building Which Constitute Part of the Common Area. Every portion of the condominium property which lies outside the perimeter walls of the building constitutes common area (some of which is limited common area).

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BY-LAWS
OF
TIMBERLodge HOMEOWNERS' ASSOCIATION

Timberlodge Homeowners' Association has been formed as an Ohio non-profit corporation to act as the Unit Owners' Association of and for Timberlodge 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 Timberlodge Condominium, the Declaration does provide to the contrary in 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.

ARTICLE I

NAME AND LOCATION

The name of the 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.

ARTICLE II

DEFINITIONS

For all purposes throughout these By-Laws, the definitions contained in the Declaration of Condominium establishing a plan for Condominium Ownership for the project known as Timberlodge Condominium 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.

ARTICLE III

MEETING OF MEMBERS

Section 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 (90) and One Hundred Twenty (120) 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 (90) to One Hundred Twenty (120) 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 pro-

vided that 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 date at the same hour.

Section 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. 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 10 and not more than 60 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 4. Waiver of Notice. 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.

Section 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 shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws.

Section 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 or objects 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 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 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.

ARTICLE IV

BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Trustees who shall constitute the 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 (3) Trustees, and the number of Trustees may be increased by a vote of the members of the Association, but the number of Trustees shall not be reduced below three such persons.

Section 2. Term of Office. The Articles of Incorporation named the initial three (3) Trustees and designated their term in office. As the terms of the initial Trustees expire, replacement or successor Trustees shall be elected by the majority of the voting power of the members of the Association and, if the members so desire, staggered terms may be created or continued with regard to such replacement Trustees so as to provide for continuity.

Section 3. Removal. Each Trustee shall serve as such for the term for which he was elected, but may be removed from the Board during said term, with or without cause, by a majority of the voting power of the members of the Association. While the Class B membership exists the Declarant shall have the sole right to remove the Trustees named in the Articles of Incorporation which created the Association, and to remove any replacement Trustees he may have appointed.

Section 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, that while the Class B membership exists the Declarant shall have the sole right to fill vacancies by appointing replacement Trustees.

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 3.3 (c) of this Declaration.

Section 7.2. Part of the Common Area. As provided by Ohio Revised Code Section 5311.01 (I), 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. 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.

Section 7.4. Mechanical Equipment. Part of the heating and cooling system equipment which serves each individual unit may be situated outside of each unit and in or upon portions of the common area within the buildings. Such equipment, together with all lines, ducts, and other items connecting it to the specific unit it serves, shall constitute limited common area reserved for the exclusive use of the particular unit involved.

Section 7.5. Patios. Each of the fourteen units included in this condominium plan (with the exception of Units 2, 9 and 14) has immediate and private access through a doorway through the outside structural wall surrounding that unit to an outside patio or patios immediately adjoining that unit and situated on the first or ground floor level. Each such concrete slab patio shall constitute limited common area reserved for the exclusive use of the unit which it adjoins and to which it has such access. All such patios are depicted on Exhibit B-1 attached to this Declaration.

Section 7.6. Sun Decks. Seven of the units contained in this condominium plan (i.e. Units 2, 4, 9, 10, 11, 12, and 14) have, on the second floor thereof, immediate and private access through a doorway through the outside structural wall surrounding said unit to an outside sun deck immediately adjoining that unit and situated on the second floor level. Each such sun deck shall constitute limited common area reserved for the exclusive use of the unit which it adjoins and to which it has such access. All such sun decks are depicted on Exhibit B-1 attached to this Declaration.

Section 7.7. Exterior Light Fixtures. Any exterior light fixtures, together with the bulbs and lighting elements therein, which are mounted on the outside walls of a unit to serve the front or back doors or the limited common area of that unit shall themselves constitute limited common area reserved for the exclusive use of said unit.

Section 7.8. Paved Driveway Areas. Any paved driveway or off-street parking areas which serve only one particular unit shall constitute limited common area reserved for the exclusive use of such unit.

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. Required to be Set Forth in the Declaration. 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 and to be in the proportion that the fair value of the unit, on the date of the Declaration is filed for record, bears to the then aggregate value of all the units having an interest in the common areas and facilities.

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. Specific reference is made to Section 22 of this Declaration for the manner in which such approval may be obtained for adding additional land and units to this condominium plan, with a resulting decrease in percentage of ownership interest in the common area appertaining to each unit.

Section 8.3. No Separation of the Unit From the Common Area. As is provided in Ohio Revised Code Section 5311.04 (C), 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 (C).

Section 8.5. Percentage Interest Held by Each Unit. Based upon the proportion described in Section 8.1 above, the fourteen units included within this condominium plan shall have the following percentage interest in the common area:

<u>Unit</u>	<u>Percent</u>	<u>Unit</u>	<u>Percent</u>
1	6.20	8	6.20
2	7.20	9	7.20
3	7.20	10	7.64
4	7.64	11	7.64
5	7.64	12	7.64
6	7.20	13	6.20
7	7.20	14	7.20
			<u>100.00%</u>

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 and Pertaining to Units Included within the Condominium Plan.

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: West Franklin Street.

Section 10.2. Each Unit is a Form of Real Estate. Each unit, together with its undivided interest in the common area shall, as provided in Ohio Revised Code Section 5311.03 (A), for all purposes constitute real property and shall be deemed to be real estate within the meaning of all provisions of the Revised Code of Ohio.

Section 10.3. Separate Parcel for Real Estate Taxation Purposes. Each condominium unit contained in this plan, together with its percentage of interest in the common areas as set forth hereinabove, 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 applicable to each unit will be directed to the unit owner by Montgomery 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 Montgomery 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 is 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, re-finish or decorate the same.

Section 10.8. No Partition or Sub-Division of Units. No action for partition of any condominium unit shall be maintainable and no such legal division of ownership of any unit shall be effected nor shall any unit be sub-divided.

PROPERTY RIGHTS AND LIMITATIONS

Section 11. Rights in the Condominium Property and Limitation 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 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 of the Association, of the Articles of Incorporation of the Association, and of rules and regulations as 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. Any owner may delegate in accordance with and subject to all of the provisions, easements, limitations and restrictions referred to in the section immediately above, his rights and easements of enjoyment in and to the common area, Association property and other portions of the condominium property to the members of his family, his tenants, contract purchaser, business invitees and guests.

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 which adjoins the property and which is named in Section 10.1 of this Declaration.

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.

(a) Fees and Charges. The Association shall have the right to levy, charge and revise from time to time reasonable admission fees, user fees and other fees and charges for the use by owners and/or any other persons of any recreational or other facility or equipment now or later situated upon, or constituting part of, the common area or Association property, including any enclosed parking spaces. The Association may set such fees and charges at higher rates for guests and other non-owners than for owners and their families (as the word "family" is defined in Section 18.5. of the Declaration) and may even exempt owners and their

families from such fees and charges. Provided, however, that in no way shall the Association differentiate, as to such fees or charges, between the owner of any unit and tenants who may occupy that unit, since it is intended that any owner may rent or lease his unit (but only under the terms of this Declaration) and may delegate his owner's rights of use and enjoyment in and to the common area, Association property and other portions of the condominium property to such tenants.

(b) 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 and all other portions of the condominium property. 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 (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 in or on the building adjacent to the pool, 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. The reasonableness of any one or more such rules or regulations may be appealed by any owner or resident affected thereby to a review committee comprised of two Trustees, two unit owners designated by majority vote of a quorum of members of the Association (each to serve for a term of one year and until his successor is selected, 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. Such appeal shall be in writing, shall be filed with the statutory agent of the Association, shall specify the rule(s) being appealed, shall be accompanied by a complete written statement of the rule(s) appealed from, shall be accompanied by a complete 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) to be unreasonable and what other approach, if any, appellant suggests to resolve the problem to which the rule(s) was addressed. Any such appeal shall be filed

within thirty days after the factual incident, if any, which gave rise to the appeal. The Trustees shall have thirty additional days to file with the Association their arguments supporting the rule(s) appealed from, together with their statement of contrary or additional facts, verified absolutely under oath by at least one person. All written documents filed under this procedure shall be either type-written or printed in legible form, and six copies thereof filed with the statutory agent (in the case of the filing by the Trustees, one additional copy shall be mailed to the appellant at his last-known address on the records of the Association). 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 decision of the review Committee shall be final, binding and conclusive upon appellant, the Trustees, and all other persons.

(c) Limitations Upon Guests. The Association 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.

(d) Temporary Suspension of Right to Use Common Area and of Right to Vote. The Association shall have the right to suspend any owner's voting rights under this condominium plan; and/or to suspend any owner's rights to use and enjoy any portion or all of the common area (excepting limited common area) and Association property for any period of time during which any assessment against his unit or any fee and charge levied under this Declaration remains due and payable but unpaid, and also for a period not to exceed sixty (60) days for any infraction or violation of the provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association on the rules and regulations of the Association, with each day such an infraction or 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 infraction or violation. Any such infraction or violation by the members of the family of an owner who are residing on the premises, by his tenants, by contract purchasers from an owner, or by the guests or business invitees of an owner shall be attributed to the owner himself so that the voting rights and/or use and enjoyment rights of the owner may be suspended for such an infraction or violation. A suspension of the use and enjoyment rights shall bar not only the owner from the use of such rights, but shall also bar any person to whom he has delegated such rights or who claims the privilege of using such rights of use and enjoyment.

If an owner's rights of use and enjoyment are so suspended, neither that owner nor persons holding delegated use rights through him may avoid such suspension by exercising rights of use and enjoyment delegated to him or them from another owner.

(e) Contracts, Licenses and Usage by Non-members. The Association shall have the right to enter into contractual agreements and/or to grant licenses with and to third persons who are not unit owners for the operation or management of any portions and/or all of the condominium property without necessity of obtaining signatures of any or all of the unit owners. The Association shall also have the right to permit the use of common area and Association property by non-members, on a fee basis, but only to the extent that such action in the opinion of the Trustees of the Association does not create an unreasonable interference with the rights of unit owners to the use and enjoyment of the common area and Association property when weighed against the capacity of such area or property and considering any economic benefits of such fee usage.

(f) 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.

(g) Exclusive Use of Parking Spaces, other Facilities. The Association may assign the exclusive use of one or more unenclosed parking spaces or any other items, improvements or facilities which are a part of (or are to be situated on) the common area to and for any unit, and may authorize and pay for the construction and/or creation of such spaces, items, improvements and facilities and/or may require that the costs of construction, creation and maintenance thereof shall be the sole responsibility of the unit owners entitled to the exclusive use thereof. The Association may charge rent for any surplus parking spaces remaining after assignment of such exclusive use rights. Such assignment 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 (d) on pages 19 and 20.

(h) 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 of Association. The Association has been identified in Section 3.1 of this Declaration, and the following provisions shall apply with regard to membership in that Association.

Section 12.1. Everyone a Member. Each unit owner, upon acquisition of an ownership interest in a unit within this condominium plan, 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 interest in a unit, at which time the new owner of the unit shall automatically become a member of the Association.

Section 12.2. Two Classes of Voting Membership. The Association shall have two classes of voting membership with all voting rights and the exercise thereof being apportioned and exercised as provided herein:

(a) Class A Membership. Class A members shall be all unit owners (with the exception of the Declarant for as long as Class B membership exists) and such members shall be 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 Class A members, but in no event shall there be deemed to be more than one vote for any one unit owned by Class A members.

(b) Class B Membership. The sole Class B member shall be the Declarant and, for the limited period of time of the Class B existence, such member shall be entitled to one vote for each unit owned or to such number of votes as will constitute ninety (90%) percent of the total voting power of all Association members, whichever is greater.

Section 12.3. Termination and Re-creation of Class B Membership. The Class B membership shall terminate and be converted to Class A membership with one vote for each unit owned seven years after this Declaration is recorded originally, or when all units included within this condominium plan (either under the original recording of this Declaration or by subsequently recorded amendments thereto) have been conveyed by the Declarant to unit owners other than Declarant or corporations, partnerships or other organizations in which the Declarant holds more than a fifty percent interest, whichever occurs earlier. If the Class B membership has so terminated, but within said seven years a subsequent amendment to this Declaration adds additional units which have not been so conveyed by Declarant to such other unit owners, the Class B membership shall be deemed to have been re-created automatically and shall continue to exist until terminated as provided herein. Provided, however, that nothing herein shall be

construed to prohibit the Class B member from converting all or part of its Class B membership and ninety percent minimum voting rights to Class A membership with one vote for each unit owned at any time before said termination event, by a written statement executed by the Declarant and delivered to the Association.

Section 12.4. Voting by Minors, by Joint Owners and by Fiduciaries. As required by Ohio Revised Code Section 5311.22 (B), fiduciaries and minors who are owners of record of a unit may vote their respective interests as unit owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a unit, each may exercise such proportionate interest in said unit, but in no event shall more than one vote be cast with respect to any unit owned by Class A members.

Section 12.5. Proof of Fiduciary Authority. When any person has furnished to the Association proof, satisfactory to the Association of his appointment and qualification as an executor under the last Will of a deceased unit owner, as an administrator of the Estate of such unit owner, as a guardian, committee or conservator of the Estate of a ward or incompetent who is a unit owner, as a trustee in bankruptcy of a unit owner, as a statutory or judicial receiver or liquidator of the estate or affairs of a unit owner, as assignee for the benefit of creditors of a unit owner, or as some other form of fiduciary (recognized by Ohio law) for a unit owner such fiduciary may vote as though he were the unit owner. Except as provided herein or in the By-Laws with regard to voting by proxy, no person may cast a vote other than an owner of a unit.

Section 12.6. Voting by the Association Itself. The Trustees of the Association shall have the right to exercise the Class A membership voting rights with regard to any unit owned by the Association as Association property.

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 properties 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 agree 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 3.5 on Page 7 above, including but not limited to the maintenance services described in Section 14 to 14.4, the operation, management and administration of the common area and of the Association itself and of any Association property, 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.

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(s) thereof, 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 (50%) percent in 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 (60) 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 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 capital improvements on the common area or on Association property, and the cost of construction or purchase of new capital improvements, in each instance including personal property and fixtures; and
- (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 (2/3) 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. 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 therefore 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. Monthly assessments for any unit owned by the Declarant but not occupied by anyone shall be levied at sixty-five percent of the full monthly assessments applicable to occupied or sold units because the absence of occupants will reduce use of water and common areas thereby reducing the common expenses attributable to any such unit, and this reduced rate of assessments shall continue for a period no longer than eighteen months from the date this amended condominium declaration was recorded, and shall terminate with regard to any unit as soon as title is conveyed to a purchaser and, for units owned by Declarant, during any periods such units are occupied.

Section 13.10. Late Charges and Interest. A Five (\$5.00) 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 (10) calendar days after the date due for payment of such installment, and such late charge shall be due and payable on the eleventh (11th) day after such due date. Interest at eight (8%) 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 (30) days after the due date; and shall be due and payable on the thirty-first (31st) 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. Such a lien shall arise and run from 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 (15) days after the same has become due and payable a certificate of lien therefore shall be filed with 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 (5) years, as provided in Ohio Revised Code Section 5311.18, 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. Any 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 is located for the discharge of such lien. In any such action, if it is finally determined that such 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 such lien, as is provided by Ohio Revised Code Section 5311.18 (C).

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 5311.19 (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 said unit during the pendency of such action, and the Association as Plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. 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 interest 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 which have been filed for record.

Section 13.19. Non-liability of Mortgagee Purchasing at Foreclosure Sale for Previous Assessments. Where the mortgagee of a first mortgage of record acquires an ownership interest in a unit as a result of foreclosure of the first mortgage and the purchase at that foreclosure sale, or as a result of the acceptance of a deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for the assessments, interest and other charges, fees and expenses referred to above which were levied against such a unit or which arose prior to the date the mortgagee became an owner of that unit.

Section 13.20. Liability for Assessments with Regard to Other Purchasers. With regard to any transfer of an ownership interest in a unit, other than to a first mortgagee under the provisions of the paragraph immediately above, the personal obligation for unpaid assessments, interest, charges, costs and fees shall pass to the successors in title (whether or not the lien securing such obligations was extinguished through judicial proceedings) and each owner, by the acceptance of any right, title or interest in the unit (whether or not it shall be so expressed in the instrument of conveyance, will or other matter or document granting such owner, such right, title or interest) shall be deemed to assume the personal liability to pay such unpaid obligations; but such assumption shall not release any previous owner who was originally personally liable for the duty to pay said obligations.

✓ 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 (30) 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 (60) 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.

MAINTENANCE

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 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 maintain, service and repair all portions of the common area and Association Property included within this Condominium Plan.

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 such owner, or of any family, tenants, guests or invitees of such 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.

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, the same is necessary on the basis of protecting the public safety of occupants of, and/or visitors to, the properties or to prevent or avoid damage to or destruction of any part or all of the remaining condominium property including the value thereof, and the costs of such maintenance 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. The owner(s) of a unit shall be responsible for performance and payment of expenses of all the maintenance repair and service of every portion of that unit and of the limited common area provided for the exclusive use of that unit, except to the extent that the Trustees authorize the Association to effect such maintenance repair and/or service under the provisions in Section 14.3 immediately above or under Section 16.2 of this Declaration; to the extent of such authorization, the Association shall then 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 this Condominium 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 said property renewed and rehabilitated, but this shall require the affirmative vote of unit owners entitled to exercise at least seventy-five (75%) 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 rehabilitation procedures provided for in Ohio Revised Code Section 5311.15 shall be followed by the Association, and that statutory section shall govern and control all matters concerning such rehabilitation.

DAMAGE TO OR DESTRUCTION OF CONDOMINIUM PROPERTY

Section 16. Applicability to Various Types of Property.

This portion of the condominium Declaration dealing with damage to or destruction of the condominium property shall apply to any part or all of the common area, of limited common area, or of the 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 damage to or destruction of all or any part of the common area (excluding limited common area) and of any Association property shall be repaired and restored by the Association. The costs of such repair 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 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 this Declaration notwithstanding.

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

Any damage to or destruction of all or any part of the 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 as being necessary to protect the public safety of occupants of, and/or visitors to, the properties or to prevent or avoid damage to or destruction of any part or all of the remaining condominium property, including the value thereof. 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 a special individual unit 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; such an assessment shall not require a vote of the members or consent of unit owners, anything to the contrary in this Declaration notwithstanding.

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 (75%) percent vote, decide or elect not to repair or

restore damage to or destruction of any part or all of the common area; but it is hereby expressly declared that the unit owners may not make any such election, whether by a seventy-five percent vote or by any other percentage of voting power whatsoever, and that the only manner in which the mandatory duty of the Association to make such repairs and restoration may be terminated or abrogated (and the only manner in which any part or all of the condominium property may be subject to partition) shall be by and through a decision of the unit owners to terminate the condominium plan and remove all property from that plan, as referred to in Section 23.5 of this Declaration.

EASEMENTS

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

Section 17.1. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the properties, 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 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 properties, 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.

Section 17.2. Easement for Encroachments. Each building, 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 plans contained in the Declaration, as a result of the location of buildings, utility lines or other improvements across boundary lines between and among units and/or the common area, or as a result of building or improvement movement or alteration or additions from time to time, providing that such alterations or additions 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 properties 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 portion thereof.

Section 17.4. Utility and Service Easements. Every portion of a building, of a utility easement and/or utility facilities, of an improvement, of any unit, and any portion of the properties through, over 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 properties, during the original construction period and during any subsequent period of use of the properties, shall be burdened with an easement 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 for Exhibit C Land. All of the common area (excepting limited common area) shall be burdened with a perpetual easement of ingress and egress to and from the land described in Exhibit C, and also with such other easements as may be necessary or appropriate to enable buildings and improvements (as approved by the Trustees of the Association) to be constructed and used on said Exhibit C land.

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 provisions 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 properties, except that dogs, cats and other household pets may be kept in and upon units, 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 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 properties other than the unit in which kept, and while on any other portion of the properties shall be kept upon a leash or other similar physical restraint;
- (c) Whether or not on a lease, such pets shall not relieve body wastes upon any other portion of the properties except that unit in which they are kept. The owner and any other person having possession or control of any pet shall be obligated to remove any such body wastes from other portions of the properties.
- (d) It is understood that the enjoyment of the properties 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, after three violations, require that any certain pet(s) be removed permanently from the properties 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 properties, shall bear all risks which result from the presence of pets. Accordingly, such owners 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 it is necessary to enforce the within restrictions and controls upon pets by Court action, all expenses and costs incurred by the Association in such a legal proceeding, including the preparation therefore 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, or or to any portion of the condominium property which would impair the structural integrity of any building or improvement on the property.

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 have their children or stepchildren living with them.

(b) Provided, however, that in any event and notwithstanding the restrictions set forth above, any two bedroom unit may be occupied as a "family use" by two adult persons and any three bedroom unit by three adult persons, to the extent such persons are the only occupants on the premises.

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 shall 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.

Section 18.8. Home Occupations. The restriction 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 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 space other than those enclosed in garages on the property shall be used for parking of any trailer, truck, boat or anything other than operating 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 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 4000 lbs. or less and/or 1/2 ton capacity or less. This section shall not apply so as to interfere with normal construction procedures in the completion of any work remaining to be done on the units or common area or with maintenance 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 project and/or to assist in the sale or rental of any unit which the Declarant owns within Continental Condominium, for and during the existence of Declarant's Class B membership and voting rights.

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 or shall 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 Building. 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, 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 the 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 project 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. Moreover, such obstruction of, and placement or storage of items on, the common area by the Declarant shall not be prohibited to the extent it is part of the construction and/or development of any portion of the property and/or of the land described in Exhibit D.

Section 18.15. Alteration of Units. No alterations whatsoever shall be made to the floor plan or layout 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.

Section 18.16. Rental of Units. No unit other than Association property shall be rented or leased (a) for transient purposes, being any rental for a period less than ninety 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 or different 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.

Section 18.19. 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; neither the granting nor denial of any variance application shall create a precedent binding upon the Association as to other applications for variances or as to renewal or denial of the same variance request at a future date.

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 contains unit or units, together with the interior and exterior of that portion of any building(s) which contains common area or Association property and the entire exterior common area, all in accordance with the provisions of this portion of the Declaration.

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 the appointment of such a committee, the Trustees themselves shall act as such architectural committee, and in the combined capacities of such committee and Trustees shall make all final decisions on such matter.

Section 19.2. No Restriction Upon Interior Alterations. Neither the provisions of this portion of the Declaration dealing with Architectural Control, nor of any other portion of the condominium plan shall be deemed to restrict or prohibit the owner of any unit from making alterations of the layout, floor plan and/or improvements within that particular unit; provided, however, that no such alterations may adversely affect the structural integrity of any portion of the common area or portion of another unit, and that no such alteration may adversely affect any aspect of architectural design or of appearance which is subject to control of the Association under Section 19 of this Declaration.

Section 19.3. 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 19.4. Disapproval of Plans and Specifications. In the event the Association fails to approve such plans and specifications within thirty (30) days after their submission, said plans and specifications shall be deemed to have been disapproved.

ARBITRATION

Section 20. Trustees to Serve as Arbitrators. In the event any dispute arises between or among owners or condominium units involving or concerning rights to use or enjoy any portion of the property concerning damage to any portion of the properties, 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 courts system, 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.

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, but shall not provide such protection with regard to such injury or damage arising from or relating to any unit (other than Association property) or limited common area (other than that for the exclusive use of any unit which constitutes Association property). The Association shall insure all unit owners, their tenants, the Association itself, the Trustees and Officers of the Association and all persons lawfully in possession or control of any part of the condominium property as insured parties against liability for personal 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. All such insurance, hereinafter referred to as liability insurance, shall contain cross-liability endorsements to cover liabilities of the owner 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 and structures on the condominium property, including all portions of such buildings and structures which constitute common area, limited common area or any unit(s), 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 be not less than 90% the maximum insurable replacement value of such buildings and structures as determined from time to time by the Association.

Section 21.3. Trustee as Beneficiary. All insurance 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 policies shall provide for not less than thirty days notice to such Trustee and to the Association prior to cancellation, termination or expiration of the insurance coverage. The Trustee, within ten (10) days after receiving such notice, shall give similar notice to all mortgagees of record. Provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of unit owners, with the insurance policies and endorsements to be deposited with an 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 provision 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. Each owner may also obtain at his own expense fire and extended coverage insurance of any personal property which he owns and which is situated within his unit or upon other portions of the condominium property, and such coverage upon additions which he may make to his unit (after complying with requirements, if any, of this Declaration as to making changes in a unit). 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 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 disbursement 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 is to be terminated under Section 23.5 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 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.

ANNEXATION OF ADDITIONAL PROPERTY

Section 22. Anticipated Annexation or Addition of Property.

It is anticipated but not guaranteed by the Declarant that additional real property will be annexed or added to this condominium project after October 1, 1978 so as to make such additional property (together with all buildings and improvements, easements, rights and appurtenances belonging thereto) a part of this condominium plan.

Section 22.1. Description of Real Estate Which May Be Annexed.

The additional real estate, part or all of which may be annexed or added to this condominium, is described in Exhibit C attached hereto and made a part hereof, and is subsequently referred to as the annexed or additional property.

Section 22.2. Annexed Property May Include Additional Units.

Declarant similarly anticipates but does not guarantee that buildings (which will contain additional condominium units) and/or other improvements, will be constructed on all or part of the real estate described in Exhibit C, so as to add those buildings, units and improvements to this condominium. Any such buildings, units and improvements so annexed to this condominium plan shall have exterior appearances which will be compatible with, and which will not have a substantially adverse effect on the value of, the building(s) and units already included in this condominium development. The maximum number of additional units which may be annexed to this condominium plan shall be thirty-three.

Section 22.3. Minimum and Maximum Percentage Interests in the Common Area Held by Each Unit. The maximum percentage interest in the common area held by each unit shall be as set forth in Section 8.5 on Page 13 of this amended Declaration at the time when the total number of units in this condominium development was fourteen. Such maximum percentage shall be subject to diminution or reduction, as a result of the addition of more units, to a minimum percentage interest of 1.00% for any unit.

Section 22.4. Conditions for Changes in Percentage Interests In Common Area. The conditions whereby any change may take place in the percentage interest in the common area held by any unit, as a result of addition of more units to this condominium plan, are set forth throughout this Section 22 and its sub-sections.

Section 22.5. Time Limitations on Changes in Percentage Interest in Common Area. No changes in the percentage interests in the common area may be effected, pursuant to the annexation of additional units, more than seven years from the date this amended Declaration is filed for record with the Recorder of Montgomery County, Ohio.

Section 22.6. Method of Annexing Additional Units and/or Land. The annexation of additional units to this condominium plan and/or the addition of any part or all of the real estate described in Exhibit C shall be effected by the execution and recording of an Amendment to this Declaration. Such an Amendment shall contain a description of the buildings, units, improvements and real estate being added to this condominium plan.

Section 22.7. Annexed Property to be Subject to all Definitions, Terms and Conditions. At the time such annexed or additional property is made a part of this condominium plan it shall be deemed to constitute a part of this condominium property and all definitions, terms and conditions of this Declaration and of the Articles of Incorporation and By-Laws of the Association shall apply to and for the benefit of such additional property.

Section 22.8. Reservations and Limitations on the Title of Real Estate. The Declarant, as the record title holder of all real estate included in this condominium plan and described in Exhibit A-1, and also as the owner of the land described in Exhibit C, hereby imposes the reservations and limitations set forth below as additional covenants running with the title to said Exhibit A-1 real estate. In the conveyance by the Declarant of any right, title or interest in and to any portion of said real estate the following covenants shall be binding upon, and shall inure to the benefit of, the land itself and the grantees to whom the Declarant made the conveyance, without any necessity of setting forth these reservations and limitations in the language of the conveyance:

(a) As a covenant of limitation and restriction upon the title to the Exhibit A-1 real estate, the right is hereby reserved to add to this condominium plan all or any portions of the property described in Exhibit C, to go therewith buildings and improvements thereon and not more than thirty-three additional units. This covenant is also imposed for the benefit of the real estate described in Exhibit C, and under this covenant the record title holders of the Exhibit C real estate shall have full right, power and authority to execute and record amendments to this Declaration for the purpose of making such additions to this condominium plan.

(b) Such amendments by the record title holder of the Exhibit C land may:

- (1) Include all or any portions of the land described in Exhibit C as part of the condominium property; and,
- (2) Include such buildings and improvements as may then be situated upon that real estate, together with easements, rights and appurtenances belonging thereto, and not more than thirty-three more units; and

(3) Subject said real estate, buildings, improvements, and units to all definitions, terms and conditions of this Declaration and of the Articles of Incorporation and By-Laws of the Association; and,

(4) Provide that the owners of units on the annexed property will have a percentage undivided interest in the common area which shall not be less than .333% for any unit, with the exact percentages to be in the proportion that the fair value of each unit (on the date the amendment is filed for record so as to add additional units to this condominium project) bears to the then aggregate value of all units within this condominium plan, including those added by amendment.

Section 22.9. Covenant by Present Owner of Approval for Annexation Amendments. Declarant, on its own behalf as the present owner of all units within this condominium and on behalf of those claiming an interest in the real estate through the Declarant and on behalf of all subsequent owners of any type of interest whatsoever in any unit, hereby consents to and approves (and each unit owner and his mortgagees and all parties claiming through such owner or mortgagee, by the acceptance of a conveyance or inheritance of any interest in a unit and whether or not it shall be so expressed in such conveyance or in any instrument or inheritance, is hereby deemed to covenant for itself or himself as the case may be that such parties irrevocably consent to and approve) the provisions of these sections of the Declaration regarding annexation of additional land, buildings, improvements and units, to this condominium plan including, without limiting the generality of the foregoing, consent to and approval of any amendments of this Declaration made and executed to effect such annexation and to implement the terms and conditions of these sections of the Declaration dealing with such annexation. All such parties shall execute and deliver from time to time, upon request and without additional consideration, any instruments necessary or appropriate to evidence such approval and consent and/or to effect such annexation amendments of this Declaration.

Section 22.10. Power of Attorney, Coupled With an Interest. Each unit owner and each mortgagee of any portion of the properties, by the acceptance of a conveyance or inheritance of any interest in a unit, whether or not it shall be so expressed in such conveyance or instrument of inheritance, shall be deemed irrevocably to appoint Declarant (as the record title holder of the Exhibit C land not yet included within this condominium plan and Declarant's successors and assigns as such owner) as his or its attorney-in-fact to execute, acknowledge, deliver and record for and in the name of such unit owner and mortgagee such amendment or amendments of this Declaration as may be necessary or appropriate to effect the annexation or addition to this condominium plan of additional land, buildings, improvements and units, as described in this Section 22 and its various sub-sections. This power of attorney is coupled with an interest in the form of Declarant's ownership of the Exhibit C land, or portions thereof not yet added to this condominium plan. In the event requested by Declarant to do so, each such owner and mortgagee shall execute and deliver to Declarant an assignable written power of attorney in the terms described above, to supplement the power of attorney otherwise granted by this section.

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Section 22.11. Annexation of Ownership Interests to be Subject to New Statutes. Any condominium ownership interests, as defined in Ohio Revised Code 5311.01 (M), added to the condominium property on or after October 1, 1978 shall be subject to the following sections of the Ohio condominium statutes, which sections became effective on said date: 5311.23, 5311.24, 5311.25 (divisions A, E, F and the final paragraph), 5311.26 (all divisions except G) and 5311.27.

Section 22.12. Civil Liability for Failure to Comply with Condominium Instruments. With regard to condominium ownership interests added to the condominium property after October 1, 1978, the declarant, developer (as defined in Ohio Revised Code 5311.01 (T)), agent (as defined in Ohio Revised Code 5311.01 (U)), unit owner, or any person entitled to occupy a unit of this condominium property shall be liable in a civil action for damages caused by his failure to comply with any lawful provision of the condominium instruments (as defined in Ohio Revised Code 5311.01 (P)). An interested person may commence an action for a declaratory judgment to determine his legal relations under the condominium instruments or to obtain an injunction against the declarant, developer, agent, unit owner or person entitled to occupy a unit who refuses to comply, or threatens to refuse to comply, with any provision of the condominium instruments. One or more unit owners may bring a class action on behalf of all unit owners. The lawful provisions of the condominium instruments may, if necessary to carry out their purposes, be enforced against the condominium property or any person who owns or has previously owned any interest in the condominium property, all as provided in Ohio Revised Code 5311.23.

Section 22.13. Down Payments to be Held in Trust or Escrow. As required by Ohio Revised Code 5311.25 with regard to ownership interests added to this condominium plan after October 1, 1978 (and therefore excluding Units 1 through 14 which existed prior to that date), any deposit or down payment made in connection with the sale of such a condominium ownership interest by the declarant, developer or agent 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 developer; and if any such deposit or down payment of \$2,000.00 or more is held for more than ninety days, interest at the rate of 4% per annum for any such holding period exceeding ninety days shall be credited to the purchaser at the closing or upon return or other credit made to the purchaser, or be added to any forfeiture to the developer. As provided in Ohio Revised Code 5311.24, the above requirements do not apply to the following types of sales unless such types of sales are used for the purpose of evading the above requirements:

- (a) The sale of a condominium ownership interest solely for commercial or industrial purposes or uses;
- (b) The sale of real estate under or pursuant to court order;

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(c) The sale of real estate by the United States or any of its agencies or instrumentalities, or by this state or any political subdivision of this state, or any of their agencies or instrumentalities;

(d) The sale of condominium ownership interests for his own account by a person other than a declarant, developer or agent when the sale is not conducted pursuant to a common promotional plan of the developer for sales in the condominium development.

Section 22.14. Warranties Applicable to Ownership Interests Added after October 1, 1978. As required by Ohio Revised Code 5311.25 (E), in any sale or offer to sell by a developer, the declarant or agent, directly or indirectly, of a condominium ownership interest added to this condominium plan after October 1, 1978 (and therefore excluding sales of, or offers to sell, units 1 through 14) the developer shall furnish a two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural component and mechanical, electrical, plumbing and common service elements servicing the condominium property or additional property as a whole, occasioned or necessitated by a defect in material or workmanship, and the Developer shall similarly furnish a one-year warranty relating to each unit added after October 1, 1978 covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each such unit, occasioned or necessitated by a defect in material or workmanship. These warranties shall commence as follows:

(a) On the basis that this is an expandable condominium development, the two-year warranty applicable to additional property added to the condominium plan after October 1, 1978 shall commence on the date the deed or other evidence of ownership is filed for record following the sale, to a purchaser in good faith for value, of the first condominium ownership interest in the property so added.

(b) The one-year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale, to a purchaser in good faith for value, of a condominium ownership interest added to this condominium plan after October 1, 1978.

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 developer, the valid assignment by the developer of the express and implied warranty of the manufacturer shall be deemed to satisfy the developer's warranty obligation under this division with respect to such appliances, so as to limit the developer's warranty, as to such appliances, to the installation thereof. All warranties made to the developer that exceed the one and

two year time periods for warranties referred to above, with respect to condominium ownership interests and property added to this condominium plan after October 1, 1978, shall be assigned to the purchaser.

Section 22.15. Developer Liable for all Common Expenses as to Ownership Interests Added after October 1, 1978. As to any condominium ownership interests added to this condominium plan after October 1, 1978 (and therefore excluding units 1 through 14) the developer will assume the rights and obligations of a unit owner in his capacity as the owner of such additional condominium ownership interests which are not yet sold including, without limitation, the obligation to pay common expenses attaching to such ownership interests from the date they are added to this condominium plan.

Section 22.16. Exceptions for Certain Types of Sales. The two sections immediately above relating to warranties and to payment of common expenses shall not apply to any of the following types of sales, unless such types of sales are adopted for the purpose of evading the requirements of said sections:

- (a) The sale of a condominium ownership interest solely for commercial or industrial purposes or uses;
- (b) The sale of real estate under or pursuant to court order;
- (c) The sale of real estate by the United States or any of its agencies or instrumentalities, or by this state or any political subdivision of this state, or any of their agencies or instrumentalities;
- (d) The sale for his own account by a person (other than a declarant, developer or agent) of condominium ownership interests in individual dwelling units and their appurtenant common areas and facilities when the sale is not conducted pursuant to the common promotional plan of the developer for sales in this condominium development.

GENERAL PROVISIONS

Section 23. The Following General and Miscellaneous Provisions Shall Constitute a Part of the Condominium Plan.

Section 23.1. 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 23.2. 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 23.3. Prior Written Approval of First Mortgagees or Owners. Until at least seventy-five percent of the 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, 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 or 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 (provided, however, that this particular restriction shall be deemed waived to the extent necessary to allow addition of annexed property and of additional units in accordance with the provisions of Section 22 of this Declaration);
- (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 sub-paragraph (provided, however, that this particular restriction shall be deemed waived to the extent necessary to allow addition of annexed property and of additional units in accordance with the provisions of Section 22 of this Declaration).

Section 23.4. Compliance with Condominium Statutes and Laws.

This condominium has been created, and at the time this Declaration is recorded, is in full compliance with the requirements of the condominium enabling statutes and all other applicable state or federal laws.

Section 23.5. Abandonment or Termination of Condominium Plan

This condominium may be abandoned or terminated under the terms of Ohio Revised Code 5311.17, subject to modification that such termination may be decided upon by the affirmative vote of the owners of not less than ninety 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 23.6. Severability.

Invalidation of any one or more those covenants, conditions, restrictions or easements by judgment or otherwise 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 23.7. Enforcement.

In addition to any other remedies provided in this Declaration, the Association and/or any owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by or through the provisions of this Declaration or by the Association's Articles of Incorporation, By-Laws or rules and regulations, as provided by Ohio Revised Code Section 5311.19. Failure by the Association or by any owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches, the theory of estoppel, nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Any and all costs of enforcement proceedings as described herein, including attorney's fees, 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 be known as the Special Individual Unit Assessment as referred to above in this Declaration.

Section 23.8. 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 properties, 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 properties in proportion to the amount of annual 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 23.9. Waiver. No covenants, restrictions, condition obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 23.10. 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 provisions, (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 survivor of the now living descendants of Jimmy Carter, now President of the United States of America and Gerald Ford, former President of the United States of America.

Section 23.11. 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 23.12. Service of Process. 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 Douglas B. Gregor. 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: 2160 Miami Valley Tower, Dayton, Ohio 45402. 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 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 of the Association.

Section 23.13. 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 said real estate and the title thereto for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for five successive periods of ten (10) years each; and all of said covenants, conditions, restrictions and easements shall be binding upon and inure to the benefit of any part and all of said real estate and 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.

Section 23.14. 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 assessments 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 23.15. 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) at any time and from time to time by the affirmative vote of those persons holding not less than eighty 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 eighty percent of the voting power of the Association, without necessity in either case of the signatures or consent of all of the owners of units. Provided, however, that this power of amendment shall be limited and restricted as provided in Section 23 and also as follows:

(a) No such amendment shall change the percentages of interest in the common area held by each unit except as and in the manner provided in this amended Declaration.

(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 23.5 shall not be eliminated or modified.

Section 23.16. Amenities Included in the Condominium Plan.

All amenities for the sole use of these units included in this condominium are a part of this condominium regime; 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.

Section 23.17. 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 project if such loss or taking exceeds \$10,000.00.

Section 23.18. Restrictions on Management Contracts. Any agreement for professional management of this condominium project, as well as any other contract by which the Declarant is to provide services for this condominium project, must provide for termination on ninety day's written notice, and must have a maximum term of no more than three years.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant on the date first above mentioned.

Signed and Acknowledged
in the Presence of:

Terra Firma Building Contractors, Inc.

James R. Gould
Edwin H. Bergeret Jr.

BY Donald R. Matthews
BY Edwin H. Bergeret 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 Terra Firma Building Contractors, Inc an Ohio corporation, by Donald R. Matthews, its President and by Edwin H. Bergeret Jr., its Secretary, who acknowledged that they did execute the foregoing amended condominium Declaration for and on behalf of said corporation and of themselves individually and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio this 27 day of September, 1978.

James R. Gould
Notary Public

JAMES R. GOULD, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration Date.
Section 147.03 R. C.

SEP 29 1978

TRANSPERSED
ROBERT L. RODERER
COUNTY AUDITOR

7. 552A00

EXHIBIT A-1

Description of Section One of Timberlodge Condominium

Located in Section 36, Town 3, Range 5 MRs, Washington Township, County of Montgomery, State of Ohio and being part of Lot 1, Woodbridge, as recorded in Plat Book 94, Page 40 in the Plat Records of Montgomery County, Ohio and being a tract of land described as follows:

Beginning at the northwest corner of said Lot 1, Woodbridge, said point being in the South right-of-way of Miamisburg-Centerville Road (S.R. 725); thence with the North line of said Lot 1, Woodbridge, and with the South right-of-way of said Miamisburg-Centerville Road, North eighty-seven degrees forty minutes thirty seconds ($87^{\circ} 40' 30''$) East for two hundred and three and 00/100 (203.00) feet; thence South three degrees seven minutes forty-five seconds ($3^{\circ} 07' 45''$) West for one hundred and ninety-six and 69/100 (196.69) feet; thence South nineteen degrees fifty-two minutes zero seconds ($19^{\circ} 52' 00''$) East for ninety-four and 28/100 (94.28) feet; thence South three degrees seven minutes forty-five seconds ($3^{\circ} 07' 45''$) West for one hundred thirty and 00/100 (130.00) feet; thence South eighty-seven degrees forty minutes thirty seconds ($87^{\circ} 40' 30''$) West for two hundred and forty and 00/100 (240.00) feet to a point in the West line of said Lot 1, Woodbridge; thence with the West line of said Lot 1, Woodbridge, North three degrees seven minutes forty-five seconds ($3^{\circ} 07' 45''$) East for four hundred seventeen and 00/100 (417.00) feet to the point of beginning, containing 2.083 acres more or less and subject to all legal highways, easements, restrictions and agreements of record, according to a survey of said premises by Don F. Meek, Registered Surveyor, State of Ohio.

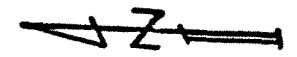
This instrument prepared by: JAMES R. GOULD, of the law firm of Brumbaugh, Corwin & Gould, 1300 Talbott Tower, Dayton, Ohio 45402, Telephone: 513/223-1201, for the exclusive use of Terra Firma Building Contractors, Inc., and solely for use with regard to the specific parcels of real estate described in Exhibit A-1 to the Declaration which establishes Timberlodge 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.

Copyright, ©, 1978 by James R. Gould. All rights reserved. No portion of this instrument may be reproduced, copied or used without the prior express consent of the copyright holder, except as noted above.



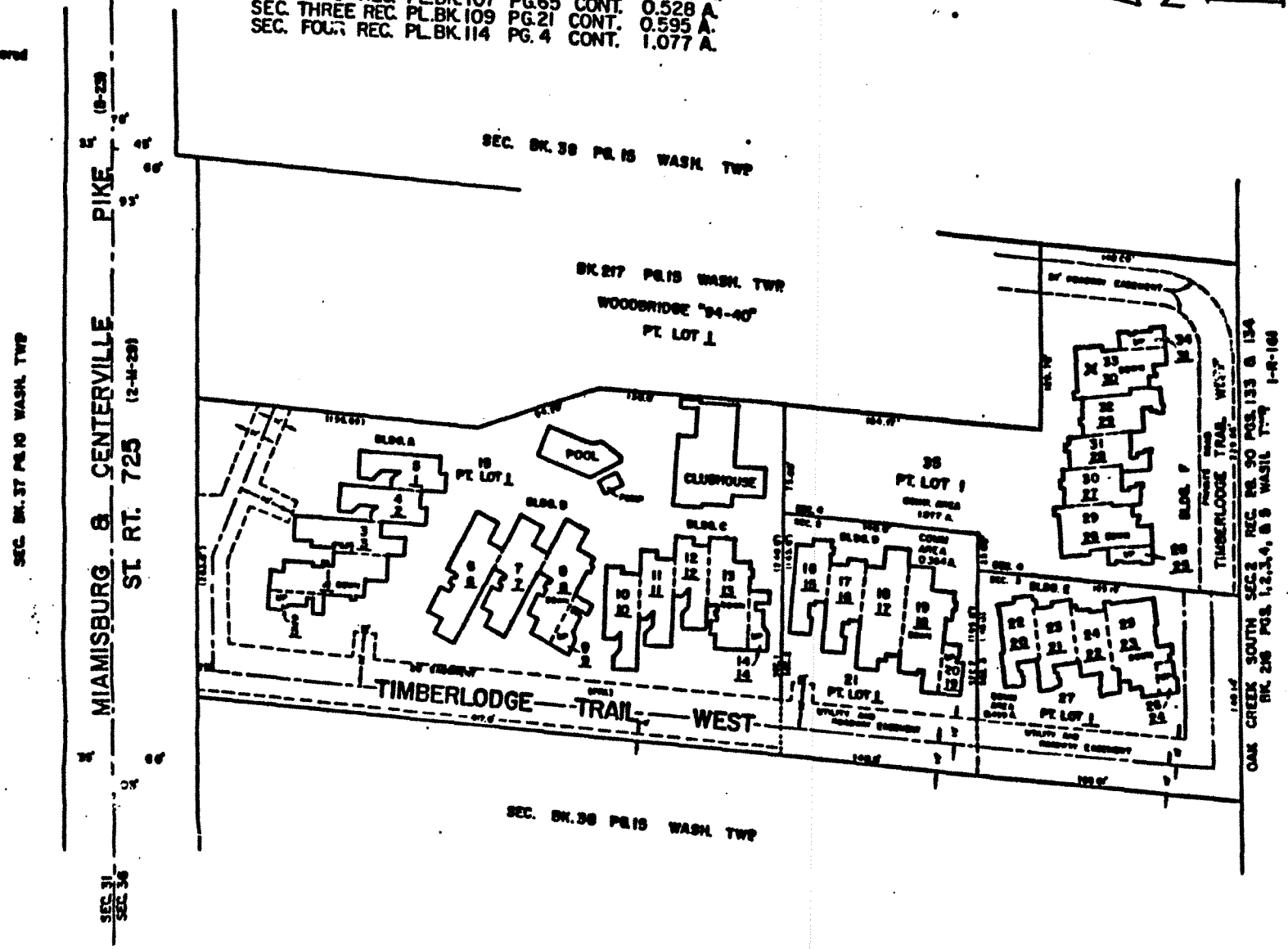
TIMBERLODGE CONDOMINIUM SECTION ONE, TWO, THREE, FOUR

BEING PART OF LOT N#1 OF THE WOODBRIDGE PLAT AS RECORDED IN PL. BK. 94 PG. 40
 CORRECTIVE PLAT TO CHANGE BUILDING & UNIT N#S IN SEC. ONE REC. PL. BK. 107 PG. 5
 SEC. ONE REC. PL. BK. 106 PG. 41 CONT. 2.083 A.
 SEC. TWO REC. PL. BK. 107 PG. 65 CONT. 0.528 A.
 SEC. THREE REC. PL. BK. 109 PG. 21 CONT. 0.595 A.
 SEC. FOUR REC. PL. BK. 114 PG. 4 CONT. 1.077 A.



Note: R.C. was WOODBRIDGE
 CONDOMINIUM SEC. ONE
 Rec. PL. 97 PG. 13

Note: All numbers underscored
 are unit numbers.



OAK CREEK SOUTH SEC. 2 REC. BK. 50 PGS. 133 & 134
 BK. 26 PGS. 12, 13, 14, & 15 WASH. TWP 1-8-1983

SIXTH AMENDMENT

TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
TIMBERLODGE CONDOMINIUM

This Sixth Amendment is made and entered into for the purpose of amending the Condominium Declaration for Timberlodge Condominium.

(A) Previous Recording Information. The original condominium documents and subsequent amendments to those documents, have been recorded in the Deed and Plat Records of Montgomery County, Ohio, as follows:

<u>Item Recorded</u>	<u>Date</u>	<u>Microfiche</u>	<u>Plat Book, Page</u>
Declaration, By-Laws, Articles of Incorporation and Drawings of this Development while it was known as Woodbridge Condominium	6/3/74	74 253A01	B. 97, P. 13
Amend No. 1 to Woodbridge Condominium	7/31/78	78 405C07	None
Declaration, By-Laws Articles of Incorporation and Drawings which completely revised Woodbridge and changed it to Timberlodge Condominium	9/29/78	78 551A01	B. 106, P. 41
First Amendment to Declaration of Condominium for Timberlodge	1/4/79	79 007B08	B. 107, P. 5
Affidavit for First Amendment	1/29/79	79 041E02	None

0022610

5

WICKI D. PEGG
RECORDER

90 DEC 10 PM 2:12 22+
MONTGOMERY CO. OHIO
RECORDED

SIXTH AMENDMENT

TO THE DECLARATION OF CONDOMINIUM
WHICH ESTABLISHED A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS

TIMBERLODGE CONDOMINIUM

A copy of this Sixth Amendment
has been filed with the office
of the Auditor of Montgomery
County, Ohio.

Auditor should place his
filing stamp here.

Prepared by:

Howard F. Claypoole
Attorney at Law
1760 Kettering Tower
Dayton, Ohio 45423
(513) 228-0802

NO TRANSFER NEEDED
1990 DEC 10 PM 2:07
DANA A. STAMPS
MONTGOMERY COUNTY, OHIO

RECORDED AT DEED
MICROFICHE

Second Amendment to the Declaration of Condominium	6/12/79	79292A08	B. 107, P. 65
Third Amendment to the Declaration of Condominium	10/30/79	79 581C02	B. 107, P21-21D
Fourth Amendment to the Declaration of Condominium	7/17/81	81 305D01	B. 117, P. 4-4D
Fifth Amendment to the Declaration of Condominium	7/12/82	82 269D05	

(B) Purpose of this Sixth Amendment to Timberlodge Condominium. The purpose of this Sixth Amendment is to bring the Declarations and Amendments in compliance with regulations promulgated by federal loan insuring agencies.

(C) Compliance with Requirements of the Declaration as to Amendments. This Sixth Amendment is made under the provisions of Section 23.15 on page 57 of the original Declaration which grants to the Association the power to amend the Declaration by the affirmative vote, or by written consent, of those persons holding not less than eighty percent of the voting power of the Association. It is hereby certified that a meeting was called for the purposes of considering this Amendment and that more than eighty percent of the voting power of the Association approved this Amendment.

(D) Amendment of Section 11.4D of the Declaration (temporary suspension of right to use common area and of right to vote). At the present time, the Declaration provides that the Association has the right to "suspend any owners' rights to use and enjoy any portion or all of the common area". Through this amendment, the right of suspension of rights to use facilities would be limited to recreational facilities. As amended, this Section 11.4D is set forth below with any new words being typed in CAPITAL LETTERS and with any words deleted being typed with dashes through them (~~words deleted~~):

"Section 11.4D Temporary Suspension of Right to Use Recreational Facilities and of Right to Vote."

The Association shall have the right to suspend any owner's voting rights under this condominium plan; and/or to suspend any owner's rights to use and enjoy any portion or all of the RECREATIONAL FACILITIES (POOL, TENNIS COURTS, AND CLUBHOUSE) ~~common area (excepting limited common area)~~ and Association property for any period of time during which any assessment against his unit or any fee and charge

levied under this Declaration remains due and payable but unpaid, and also for a period not to exceed sixty (60) days for any infraction or violation of the provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association on the rules and regulations of the Association, with each day such an infraction or 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 infraction or violation. Any such infraction or violation by the members of the family of an owner who are residing on the premises, by his tenants, by contract purchasers from an owner, or by the guests or business invitees of an owner shall be attributed to the owner himself so that the voting rights and/or use and enjoyment rights of the owner may be suspended for such an infraction or violation. A suspension of the use and enjoyment rights shall bar not only the owner from the use of such rights, but shall also bar any person to whom he has delegated such rights or who claims the privilege of using such rights of use and enjoyment. If an owner's rights of use and enjoyment are so suspended, neither that owner nor persons holding delegated use rights through him may avoid such suspension by exercising rights of use and enjoyment delegated to him or them from another owner.

(E) Amendment of Section 13.20. Liability for Assessments with Regard to Other Purchasers.

With regard to any transfer of an ownership interest in a unit, other than to a first mortgagee under the provisions of the paragraph immediately above, the personal obligation for unpaid assessments, interest, charges, costs and fees shall NOT pass to the successors in title (whether or not the lien securing such obligations was extinguished through judicial proceedings) and each owner, by the acceptance of any right, title or interest in the unit (whether or not it shall be so expressed in the instrument of conveyance, will or other matter or document granting such owner, such right, title or interest) shall NOT be deemed to assume the personal liability to pay such unpaid obligations; ~~but such assumption shall not release any previous owner who was originally personally liable for the duty to pay said obligations.~~

(F) Elimination of Section 23.19. Right of First Refusal.

Section 23.19 as set forth in the Fifth Amendment to the Declaration of Condominium Ownership for Timberlodge Condominium is hereby eliminated in its entirety.

TIMBERLODGE HOMEOWNERS'
ASSOCIATION (an Ohio
non-profit corporation)

Constance Hodge
As to Association

By Donna L. Currens

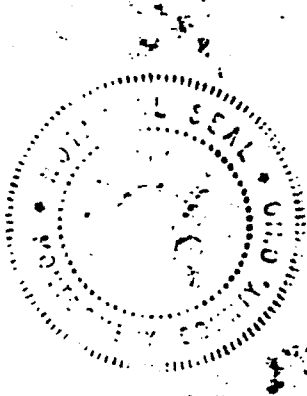
William C. Ryan
As to Association

By Kathleen M. Creel

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing document was acknowledged before me on this 10th day of December, 1990, by DONNA L. CURRENS as President and by KATHLEEN M. CREEK, as Vice President of Timberlodge Homeowners' Association, an Ohio non-profit corporation.

William C. Ryan
Notary Public

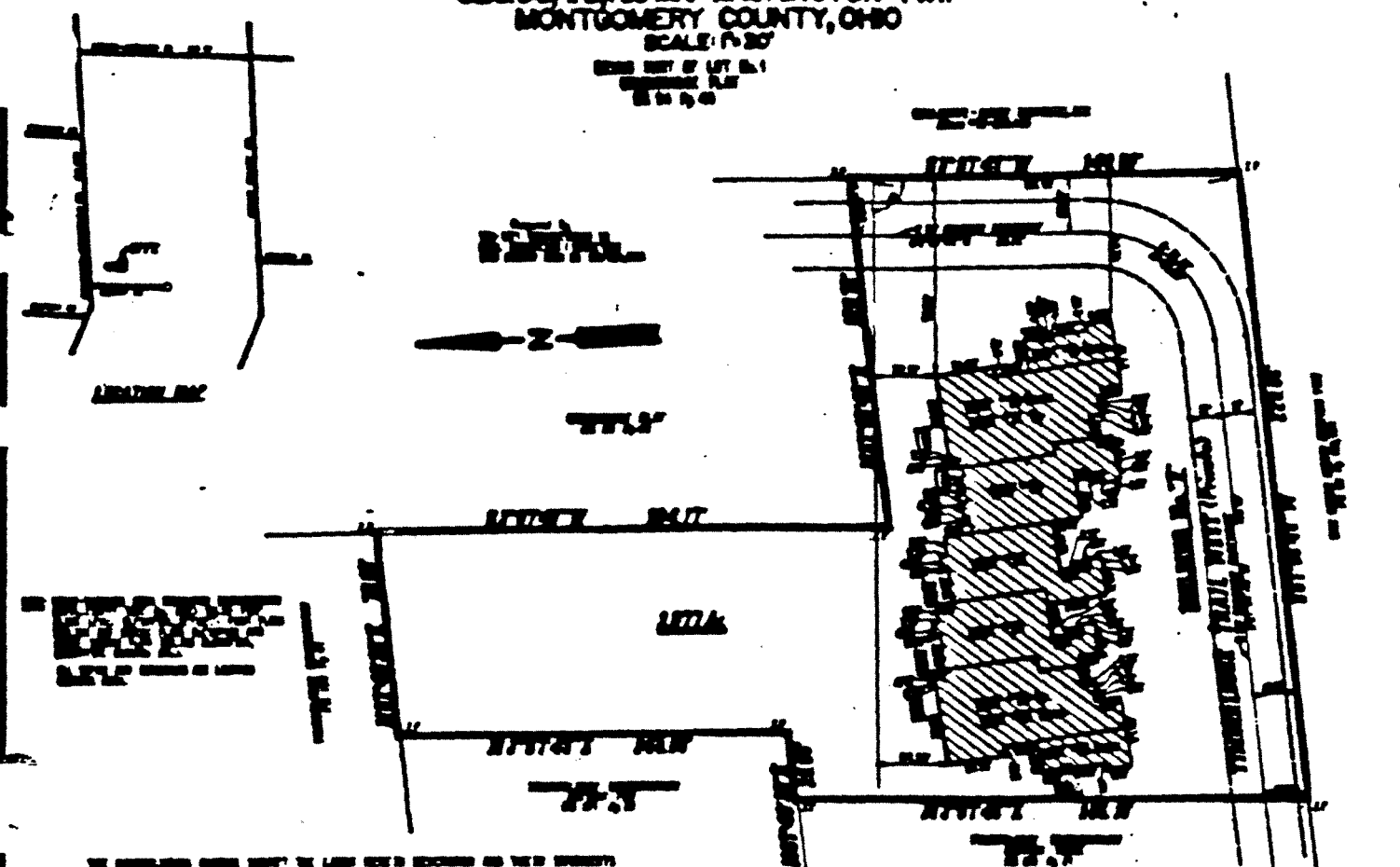


WILLIAM C. RYAN
Notary Public, State of Ohio
My Commission Expires December 1st, 1991



EXHIBIT B-4
TIMBERLODGE CONDOMINIUM
 SECTION FOUR
 SEC. 36, T. 3, R. 5, M. 7 WASHINGTON TWP.
 MONTGOMERY COUNTY, OHIO

SCALE: 1" = 20'
 DATE SET BY: J. W. TAYLOR
 ENGINEER
 8-13-81



THE UNDERSIGNED ENGINEER, JOHN W. TAYLOR, HAS EXAMINED THE PLANS AND SPECIFICATIONS FOR THE CONDOMINIUM SECTION FOUR OF THE TIMBERLODGE CONDOMINIUM, SECTION FOUR, AS SET FORTH IN THE INSTRUMENT OF SAID CONDOMINIUM AND THE DEED AND ARTICLES OF ASSOCIATION OF SAID CONDOMINIUM, AND HAS FOUND THAT SAID INSTRUMENT AND ARTICLES OF ASSOCIATION COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT, OHIO, UNDER THE CONDOMINIUM ACT OF THE STATE OF OHIO.

THE REQUIREMENTS OF THE CONDOMINIUM ACT ARE MET BY SAID INSTRUMENT AND ARTICLES OF ASSOCIATION AND THE ENGINEER HAS FOUND THAT SAID INSTRUMENT AND ARTICLES OF ASSOCIATION COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT OF THE STATE OF OHIO.

THE INSTRUMENT OF SAID CONDOMINIUM AND THE ARTICLES OF ASSOCIATION OF SAID CONDOMINIUM, AS SET FORTH IN THE INSTRUMENT OF SAID CONDOMINIUM AND THE ARTICLES OF ASSOCIATION OF SAID CONDOMINIUM, COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT OF THE STATE OF OHIO.

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WITNESSE MY HAND AND SEAL OF OFFICE AT MONTGOMERY, OHIO, THIS 13TH DAY OF AUGUST, 1981.

John W. Taylor
 JOHN W. TAYLOR
 ENGINEER

WITNESSE MY HAND AND SEAL OF OFFICE AT MONTGOMERY, OHIO, THIS 13TH DAY OF AUGUST, 1981.

M. Patricia Berry
 M. PATRICIA BERRY
 SECRETARY

David L. Gilford
 DAVID L. GILFORD
 ATTORNEY

John W. Taylor
 JOHN W. TAYLOR
 ENGINEER

M. Patricia Berry
 M. PATRICIA BERRY
 SECRETARY

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.
 I, JOHN W. TAYLOR, ENGINEER, DO HEREBY CERTIFY THAT THE FOREGOING PLANS AND SPECIFICATIONS FOR THE CONDOMINIUM SECTION FOUR OF THE TIMBERLODGE CONDOMINIUM, SECTION FOUR, AS SET FORTH IN THE INSTRUMENT OF SAID CONDOMINIUM AND THE ARTICLES OF ASSOCIATION OF SAID CONDOMINIUM, COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT OF THE STATE OF OHIO.

WITNESSE MY HAND AND SEAL OF OFFICE AT MONTGOMERY, OHIO, THIS 13TH DAY OF AUGUST, 1981.

John W. Taylor
 JOHN W. TAYLOR
 ENGINEER

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.
 I, JOHN W. TAYLOR, ENGINEER, DO HEREBY CERTIFY THAT THE FOREGOING PLANS AND SPECIFICATIONS FOR THE CONDOMINIUM SECTION FOUR OF THE TIMBERLODGE CONDOMINIUM, SECTION FOUR, AS SET FORTH IN THE INSTRUMENT OF SAID CONDOMINIUM AND THE ARTICLES OF ASSOCIATION OF SAID CONDOMINIUM, COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT OF THE STATE OF OHIO.

WITNESSE MY HAND AND SEAL OF OFFICE AT MONTGOMERY, OHIO, THIS 13TH DAY OF AUGUST, 1981.

John W. Taylor
 JOHN W. TAYLOR
 ENGINEER

APPROVED FOR DESCRIPTION AND OWNERSHIP
[Signature]
 DATE: 8-13-81
 JIM TAYLOR
 MONTGOMERY COUNTY ENGINEER CHECKED BY

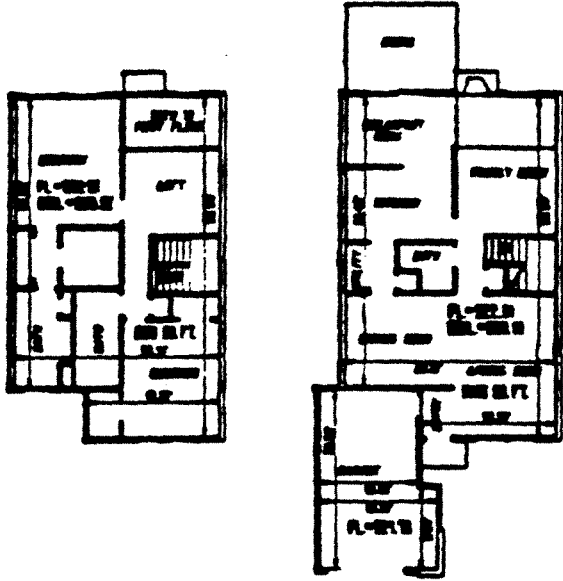
STATE OF OHIO
 MONTGOMERY COUNTY
 ENGINEER

STATE OF OHIO
 MONTGOMERY COUNTY
 SECRETARY

M. Patricia Berry
 M. PATRICIA BERRY
 SECRETARY

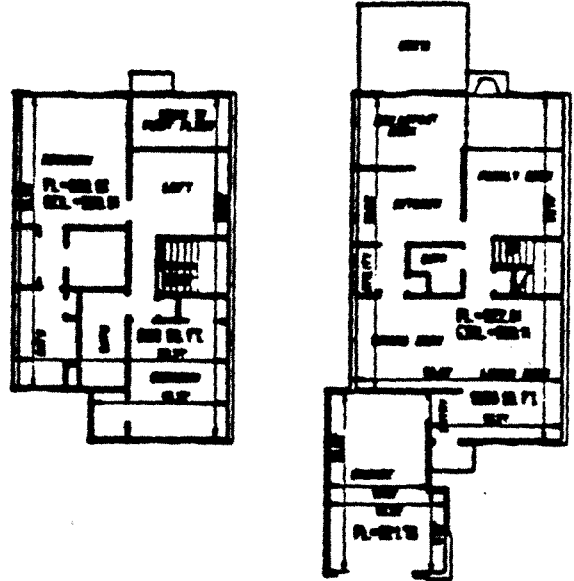
81305E01

EXHIBIT 3-4
TIMBERLODGE CONDOMINIUM
 SECTION FOUR
 SEC. 36, T. 3, R. 5 Mt. WASHINGTON TWP.
 MONTGOMERY COUNTY, OHIO



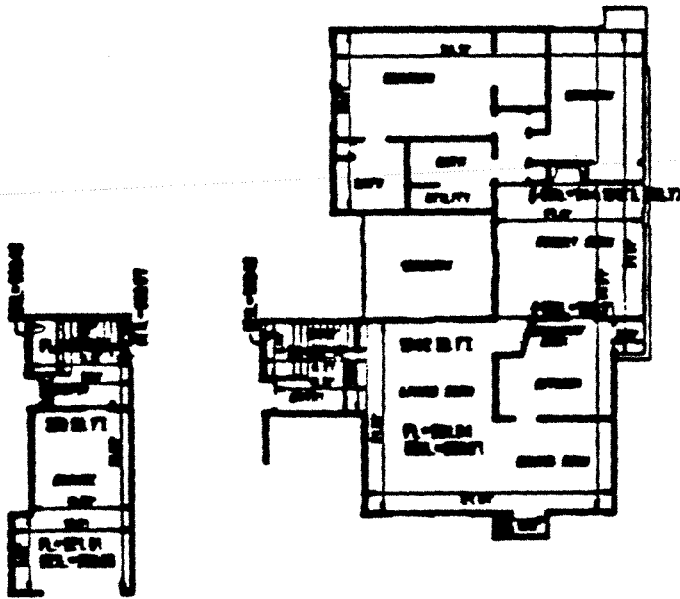
SECOND FLOOR FIRST FLOOR

UNIT No. 27
 1804 SQ. FT. TOTAL



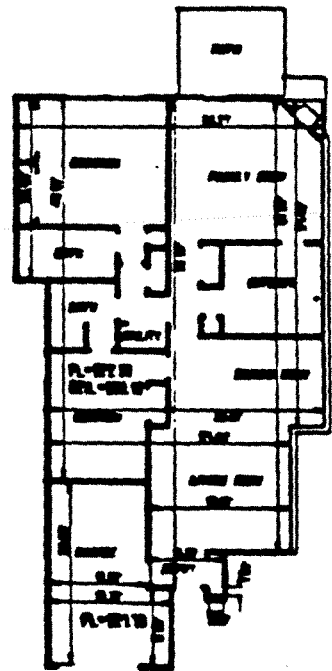
SECOND FLOOR FIRST FLOOR

UNIT No. 28
 1800 SQ. FT. TOTAL



FIRST FLOOR SECOND FLOOR

UNIT No. 25
 2001 SQ. FT. TOTAL



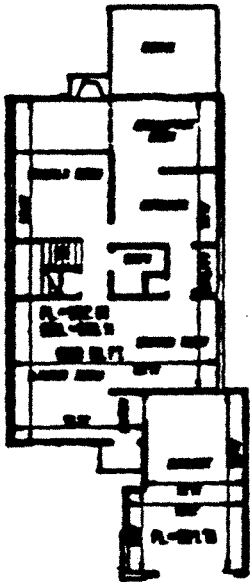
FIRST FLOOR

UNIT No. 26
 1877 SQ. FT. TOTAL

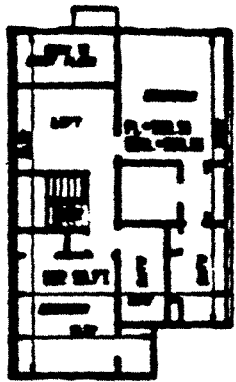
SEE EXHIBIT 3-5

81 305E09

EXHIBIT 3-4
TIMBERLODGE CONDOMINIUM
 SECTION FOUR
 SEC. 36, T. 3, R. 5 Mt. WASHINGTON TWP.
 MONTGOMERY COUNTY, OHIO

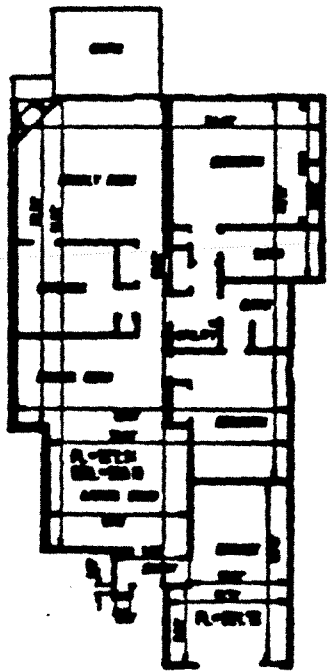


FIRST FLOOR



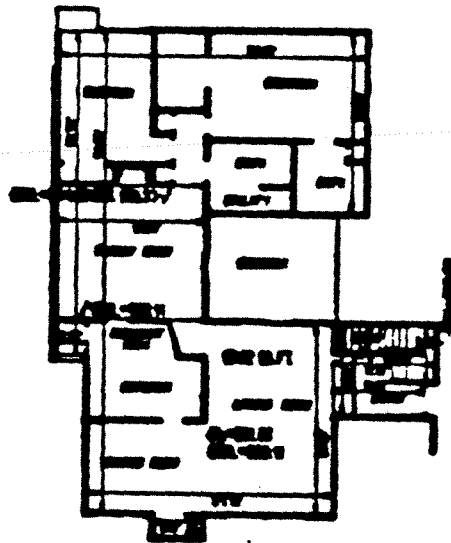
SECOND FLOOR

UNIT No. 29
 684 SQ. FT. TOTAL



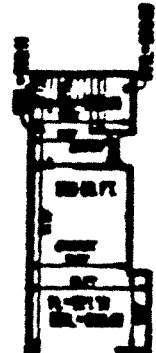
FIRST FLOOR

UNIT No. 30
 688 SQ. FT. TOTAL



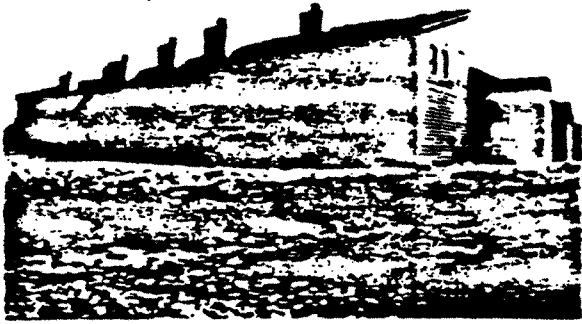
SECOND FLOOR

UNIT No. 31
 690 SQ. FT. TOTAL

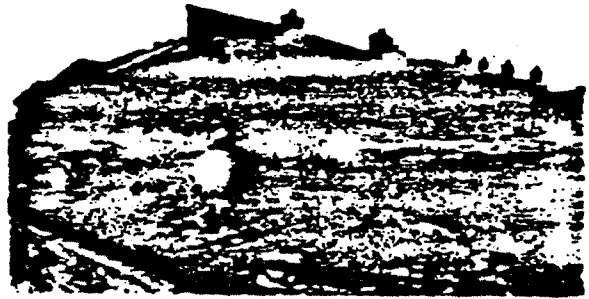


FIRST FLOOR

EXHIBIT 7-4
TIMBERLODGE CONDOMINIUM
SECTION FOUR
SEC. 36, T. 3, R. 5 M² WASHINGTON TWP.
MONTGOMERY COUNTY, OHIO



BACK & LEFT SIDE OF BUILDING



BACK & RIGHT SIDE OF BUILDING



FRONT & LEFT SIDE OF BUILDING

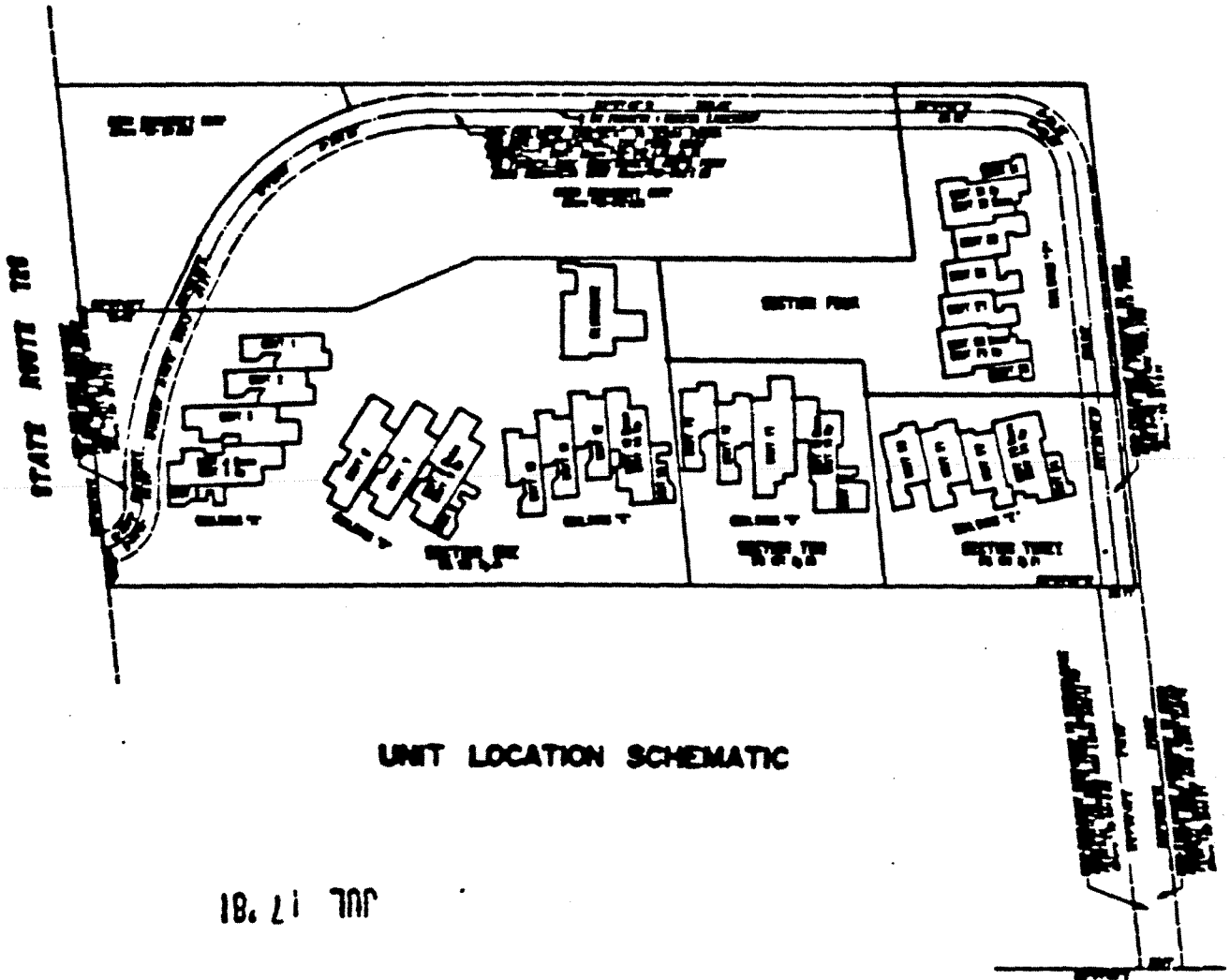


FRONT & RIGHT SIDE OF BUILDING

BUILDING No. 7¹

- 81 305 E 0 4

EXHIBIT 7-4
TIMBERLODGE CONDOMINIUM
 SECTION FOUR
 SEC. 36, T. 3, R. 5, M. 3 WASHINGTON TWP.
 MONTGOMERY COUNTY, OHIO



UNIT LOCATION SCHEMATIC

JUL 17 '81

TRANSFERRED
 ROBERT J. ROEBER

GARNET DRIVE

20250718

