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MONTGOMERY CO., OHIO  
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DECLARATION OF CONDOMINIUM

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

THE CARILLON HOUSE CONDOMINIUM

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APR 24 73

MONTGOMERY COUNTY  
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RECORDED

- 7320805 -

This Instrument Prepared by: JAMES R. GOULD, a partner in the firm of Gould, Bailey, Farquhar & Green, 200 Talbott Tower, Dayton, Ohio 45402 for the exclusive use of LLOYDS ACCEPTANCE CORP., an Ohio corporation, and solely for use with regard to the development of the specific parcel of real estate described in Exhibit "A" to the Declaration establishing a condominium plan for The Carillon House 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  
THE CARILLON HOUSE CONDOMINIUM

This Declaration of Condominium is made and entered into this  
\_\_\_\_\_ day of \_\_\_\_\_, 1973.

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 which is creating and imposing this plan for condominium ownership and which is placing said covenants, conditions, easements and restrictions upon the real estate buildings and improvements subsequently described in this Declaration is as follows:

A corporation for profit organized and existing under the laws of the State of Ohio and bearing the name Lloyds Acceptance Corp., said corporation being sometimes hereinafter referred to as the Declarant.

Section 1.2. Name of This Condominium. The name by which this condominium development shall be known is THE CARILLON HOUSE CONDOMINIUM.

Section 1.3. Purpose of This Condominium. The purpose of this Declaration of Condominium and of the plan for condominium ownership created thereby is to submit certain real property hereinafter described and all buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto and all personal property existing thereon for the common use of owners of the property, as hereinafter described, 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 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 interests 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 and is the absolute owner of the personal property subsequently described in this Declaration, which real estate and personal property 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 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" 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 19.

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 the Building. Attached to

this Declaration and an integral part of it is a set of drawings required by Ohio Revised Code Section 5311.07 which show graphically the particulars of the 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 Exhibits "B" and "C", bear the certified statement of a registered surveyor and licensed professional engineer that said drawings accurately show the building 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 the real property referred to in the above Recitals and the building, improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and all personal property existing thereon for the common use of the unit owners as described in Exhibit "A", 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, buildings, improvements, structures, easements, rights, appurtenances and personal property shall be used, held, transferred, sold, conveyed, devised, bequeathed, encumbered, pledged, occupied, enjoyed, rented and leased subject to the terms, covenants, conditions, easements and restrictions of this Declaration, including the above Recitals.

Section 2.2. Recitals Included Within the Declaration. The Recitals set forth above shall be considered to be included within the terms of, and to be a part of, this Declaration.

## DEFINITIONS

### Section 3. Definitions for The Carillon House 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 herein or in the Ohio Revised Code to the contrary, 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 purposes of this development shall be deemed to be the Ohio non-profit corporation known as The Carillon House Association, Inc., and its successors and assigns. Said non-profit corporation is known 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 Bylaws.

- (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

Carillon House Association, Inc., hereinafter referred to as the Association.

- (b) Bylaws, which are required by Ohio Revised Code Section 5311.08(A), shall mean, refer to and include the bylaws of the Association, and it is hereby provided that said statutory section shall not control or limit the content of such bylaws. No modification of or amendments to said bylaws 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 and restrictions established by this Declaration, together with all provisions of the Articles of Incorporation and of the Bylaws 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" of this Declaration together with

all buildings, improvements, and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners. 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, of purchasing or of leasing (for ninety-nine years renewable forever) other property of the same type is brought within the jurisdiction of this condominium plan, such other "property" shall, by virtue of such merger, purchase or lease, 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" to this Declaration.
- (2) All other areas, facilities, places and structures situated on said land which are not a part of a unit (as described in Section 3.3(b) on pages ten and eleven of this Declaration and as depicted in Exhibits "B" and "C" of this Declaration) including but not limited to:

- (i) The foundations, columns, girders, beams, supports, supporting walls, roofs, wiring, pipelines, halls, corridors, paved stoops, lobbies, balconies, patios, stairways, porches, antenna systems, fire escapes, and common entrances and exits of all buildings.
- (ii) The yards, gardens, fences, garages, parking areas, mailboxes, carports, sauna bath, health room, storage spaces, and whirlpool bath.
- (iii) Installations of central services serving more than one unit such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating equipment.
- (iv) The tanks, pumps, motors, fans, swimming pool, compressors, ducts and, in general, all apparatus and installations existing for common use.
- (v) All portions of any structures and of any equipment and facilities situated

on the common area .

(vi) Any items such as appliances , equipment , fixtures , and articles of personal property situated on the common area and which are used in common by the unit owners .

(vii) All other parts of the condominium property necessary or convenient to its existence , maintenance , and safety or normally in common use , or which have been designated as common areas and facilities in the Declaration or exhibits attached thereto .

Provided , however , that various items listed above may be part of some particular unit(s) as described and depicted in Section 3.3 (b) on pages ten and eleven of this Declaration or in Exhibits "B" or "C" and therefore are excluded from the definition of common area .

(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 a floor of the building as depicted on Exhibit "B", with detailed plans for each such unit being set forth in Exhibit "C". 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 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 and the space occupied thereby, including glass, wood, hardware and other materials forming a portion of such windows, sashes, doors 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 a part of the structure of the building and situated within the bounds of the unit as defined herein, subject, however, to the provision that supporting walls, fixtures and 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.

Certain of the separate units depicted on Exhibit "C" are being used together as combined living areas at the time this Declaration is



recorded, by persons who reside in more than one unit. On Exhibit "C" the areas at which the walls dividing such units have been removed to permit combined usage are indicated by broken lines, which lines mark the locations where the walls will be restored if the units are no longer occupied on such a combined basis. The boundaries of such units shall, in the areas indicated by such broken lines, be measured as if the dividing walls were actually in existence, so that each unit will extend only to a certain plane or dividing line in space, which plane or dividing line is to be established and located as if the dividing wall were actually in existence. The areas between those broken lines and beyond the points or planes which mark the boundaries of the respective units shall constitute common area.

The drawings attached to and made a part of this condominium Declaration, and identified as Exhibit "B", set forth certain elevation boundary

lines of the condominium units included herein.

(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 Sections 7 through 7.5 of this Declaration and/or which are designated on Exhibit "B" and/or "C" as limited common area. Each portion of limited common area depicted on Exhibit "B" and/or "C" as being non-contiguous with any other limited common area or, if contiguous, being delineated on said Exhibits as separated from other such area by a boundary line appearing on said drawings, is hereby designated as being reserved for the exclusive use of the unit to which it is contiguous and into which it has a direct entrance.

Section 3.4. Unit Owner or simply Owner shall mean, refer to and include person(s) owning the fee simple estate in a unit with ownership by any form or entity other than natural persons being prohibited with the exceptions of the Association, the Declarant and mortgagees who

subsequently take ownership as described in Section 23.5 on page 94 of this Declaration. 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 on other forms of executory contracts for the sale of a unit, but shall be deemed to exclude those persons, firms and organizations holding a 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, and in any event shall also include all expenditures of the Unit Owners 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 property owned or leased by the Association. Common expenses shall also include funds set aside for the creation of accounting reserves for anticipated common expenses to the extent and for such periods of time as the Association deems it appropriate to create such reserves, and shall include any other expenditures defined or referred to as such in this Declaration. As required by Ohio Revised Code Section 5311.21, the common expenses shall be charged to the 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. The Association is organized and exists as a non-profit Ohio corporation and to that extent the concept of "profit" seems in-applicable; nevertheless the condominium statutes of Ohio require that provision be made for common profits and accordingly, for the purpose of complying with condominium law and not for the purposes of taxation, the possibility of such profits is recognized. As required by Ohio Revised Code Section 5311.21, the common profits shall be distributed among the unit owners according to the percentage of interest in the common areas of the respective units; and the Association shall determine the periods of time for which the common profits are computed and shall also determine the time or times at which any distribution of such profits shall be made.

Section 3.7. 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 3.8. 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 BUILDINGS

Section 4. Description Of Any And All Buildings Included In This Condominium Plan. A general description of the building or buildings included within this condominium plan, as required to be set forth in this Declaration by Ohio Revised Code Section 5311.05 (b) (4), is as follows:

Section 4.1. Number of Buildings. There is one building on the premises and that building includes certain parking garages.

Section 4.2. Location of Building. The location of the building upon the real estate premises described in Exhibit "A" is as set forth on the plans attached hereto and known as Exhibits "B" and "C".

Section 4.3. Principal Materials Used in the Building. The building is constructed of concrete block bearing walls with brick exterior and is fireproof with steel bar joists and poured concrete floors. Each unit within the building is separated by concrete walls so as to provide maximum sound-proofing, and the roof has a tar and gravel surface over a concrete deck.

Section 4.4. Mechanical Equipment and Fixtures. The building is serviced by two Westinghouse elevators and is air-conditioned with a Carrier gas absorption unit, with the halls being pressurized to reduce sound levels and odors. The basement of the building includes a sauna bath and a hydro-therapy whirlpool sunken bath area. The top

floor of the building is a penthouse which constitutes part of the common area and which includes a kitchen area and kitchen appliances.

Section 4.5. Number of Stories. The building has fifteen (15) stories as follows: a basement, a ground floor, floor numbered one (1) through twelve (12) and a top floor designated as the penthouse.

Section 4.6. Parking Garages. The sloping grade level on the site allows two separate levels of automobile access to parking garages, one such garage and access level being in the basement and the other being on the ground floor.

## 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 in the definition of "unit" which is set forth in Section 3.3(b) at page 10 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 Exhibits "B" and "C".

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

Section 5.4. Approximate Area and Number of Rooms. The drawings which are attached to this Declaration and identified as Exhibits "B" and "C" also set forth the approximate area and the number of rooms of each unit included in this condominium plan.

Section 5.5. Access to Common and Limited Common

Area. Each unit has access to a common hallway which is immediately adjacent to such unit; in addition, each unit (excepting unit G-7 and unit 13) also has access to limited common area in the form of either a concrete slab patio, or a yard, or a balcony, and the relationship of each unit to common and limited common area is depicted on the drawing attached to this Declaration and identified as Exhibits "B" and "C".

Section 5.6. Number of Units. The total number of

units is one hundred (100) and the location of those units on various floors of the building is as follows:

Basement	no units, all common area
Ground Floor	four units, G-5, G-6, G-7, G-8
Floor No. 1	eight units, 11 through 18
Floor No. 2	eight units, 21 through 28
Floor No. 3	eight units, 31 through 38
Floor No. 4	eight units, 41 through 48
Floor No. 5	eight units, 51 through 58
Floor No. 6	eight units, 61 through 68
Floor No. 7	eight units, 71 through 78
Floor No. 8	eight units, 81 through 88
Floor No. 9	eight units, 91 through 98



Floor No. 10	eight units, 101 through 108
Floor No. 11	eight units, 111 through 118
Floor No. 12	eight units, 121 through 128
Penthouse Floor	no units, all common area

DESCRIPTION OF COMMON AREA  
AND FACILITIES

Section 6. Description of Common Area of The Carillon House

Condominium. 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) at page 8 of this Declaration.

Section 6.2. Specific Facilities Within the Building Which Constitute Part of the Common Area. This Section of the Declaration sets forth a description of some, but not all, of the facilities contained in the common area within the building.

- (a) Basement. This portion of the building contains inside parking facilities known as the North Parking Garage, which garage has ninety-six consecutively numbered parking spaces and eight of those parking spaces are designated on Exhibit "B" as not being usable for parking. The basement level also contains a hydrotherapy sunken whirlpool bath, a sauna bath, a massage

room, men's and women's dressing rooms and ninety-seven consecutively numbered storage lockers or storage spaces.

- (b) Ground Floor. This portion of the building contains, as common area, a main entrance lobby, a mail room, certain office rooms, a custodian shop area and a mechanical equipment room. In addition, there are interior parking facilities known as the South Parking Garage, which garage contains thirty-three consecutively numbered parking spaces and four of these are designated on Exhibit "B" as not being usable for parking.
- (c) Penthouse Floor. The enclosed portion of the top floor of the building is smaller in area than the other floors and is designated as the Penthouse, including within it a party room, kitchen, men's and women's restrooms, bar facilities, a storage room and a library.

Section 6.3. Grounds and Facilities Outside the Building Which Constitute Part of the Common Area. Every part of the condominium property which lies outside the perimeter walls of the building constitutes common area (some of which is limited common area) and this Section of the Declaration sets forth a description of some, but not all, of the facilities contained in the common area outside the building.

(a) Swimming Pool. As depicted on Exhibit "B" there is a swimming pool on this outside common area, said pool being surrounded by a concrete sun deck and that deck area in turn bordered by a chain link fence. The pool is situated on a level with the first floor and is connected by a wall and exterior door to a common hallway in the building.

(b) Outside Parking Facilities. On a level with the ground floor are sixty-one (61) outdoor, off-street parking spaces.

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) on page 13 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, with the only difference being that the portions designated as "limited" are reserved for the exclusive use of a particular unit.

Section 7.3. Balconies. Each unit situated on floors two (2) through twelve (12) has immediate and private access through a doorway in the outside structural wall of the building to a balcony immediately adjoining that unit. In addition, such balconies also exist with regard to first floor units: 15, 16, 17 and 18. Each balcony referred to herein constitutes limited common area reserved for the exclusive use of unit which it adjoins.

Section 7.4. Patios. Ground floor units G-5, G-6 and G-8, together with first floor units 11, 12 and 14 have a concrete slab patio for each such unit, with there being immediate and private access from each unit through a doorway in the outside structural wall of the building to such patio. Each such patio shall constitute limited common area reserved for the exclusive use of the unit to which it has such access and which it adjoins.

Section 7.5. Certain Yard Areas. The same units which were referred to in Section 7.4 above as having patios which constitute limited common area also are entitled to the exclusive use, as limited common area, of certain yards which adjoin the patios. As to units G-5, G-6, G-8 and 14, such yard areas are entirely enclosed by redwood-type wooden fencing. The yard which constitutes limited common area for unit 12 is bordered by the swimming pool chain link fence on the south side but has no fencing at all along the east or west sides, and the building itself constitutes the north side of said yard. The yard which constitutes limited common area for unit 11 is bordered by redwood-type wooden fencing on the south and east sides, but the west side is open, while the building itself constitutes the north side of said yard. All of these yards which constitute limited common area are depicted on the drawings identified as Exhibit "B" to this condominium Declaration.

PERCENTAGE INTEREST IN THE COMMON AREA

Section 8. Percentage Interest of Each Unit of the Carillon House 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 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.

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 one hundred (100) units included within this condominium plan shall have the following percentage interests in the common area, each of the decimal numbers set forth below constituting such a percentage interest:

Floor					<u>G-5</u>	<u>G-6</u>	<u>G-7</u>	<u>G-8</u>
G					1.06283	.51615	.22619	1.45526
1	<u>11</u> 1.17729	<u>12</u> .81756	<u>13</u> .39243	<u>14</u> 1.06283	<u>15</u> 1.01378	<u>16</u> .78486	<u>17</u> .78486	<u>18</u> 1.38441
2	<u>21</u> 1.10371	<u>22</u> .82301	<u>23</u> .90749	<u>24</u> 1.02195	<u>25</u> 1.02195	<u>26</u> .79031	<u>27</u> .79031	<u>28</u> 1.38986
3	<u>31</u> 1.11052	<u>32</u> .82846	<u>33</u> .91295	<u>34</u> 1.02877	<u>35</u> 1.02877	<u>36</u> .79576	<u>37</u> .79576	<u>38</u> 1.39667



<u>Floor</u>								
4	<u>41</u> 1.11734	<u>42</u> .83392	<u>43</u> .91840	<u>44</u> 1.03558	<u>45</u> 1.03558	<u>46</u> .80121	<u>47</u> .80121	<u>48</u> 1.40348
5	<u>51</u> 1.12415	<u>52</u> .83937	<u>53</u> .92385	<u>54</u> 1.04239	<u>55</u> 1.04239	<u>56</u> .80666	<u>57</u> .80666	<u>58</u> 1.41030
6	<u>61</u> 1.13096	<u>62</u> .84482	<u>63</u> .92930	<u>64</u> 1.04921	<u>65</u> 1.04921	<u>66</u> .81211	<u>67</u> .81211	<u>68</u> 1.41711
7	<u>71</u> 1.13778	<u>72</u> .85027	<u>73</u> .93475	<u>74</u> 1.05602	<u>75</u> 1.05602	<u>76</u> .81756	<u>77</u> .81756	<u>78</u> 1.42392
8	<u>81</u> 1.14459	<u>82</u> .85572	<u>83</u> .94020	<u>84</u> 1.06283	<u>85</u> 1.06283	<u>86</u> .82301	<u>87</u> .82301	<u>88</u> 1.43074
9	<u>91</u> 1.15140	<u>92</u> .86117	<u>93</u> .94565	<u>94</u> 1.06965	<u>95</u> 1.06965	<u>96</u> .82846	<u>97</u> .82846	<u>98</u> 1.43755
10	<u>101</u> 1.15821	<u>102</u> .86662	<u>103</u> .95110	<u>104</u> 1.07646	<u>105</u> 1.07646	<u>106</u> .83392	<u>107</u> .83392	<u>108</u> 1.44436
11	<u>111</u> 1.16503	<u>112</u> .87207	<u>113</u> .95655	<u>114</u> 1.08327	<u>115</u> 1.08327	<u>116</u> .83937	<u>117</u> .83937	<u>118</u> 1.45117
12	<u>121</u> 1.21408	<u>122</u> .90477	<u>123</u> .99743	<u>124</u> 1.12960	<u>125</u> 1.12960	<u>126</u> .87207	<u>127</u> .87207	<u>128</u> 1.50841

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 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 Exhibits "B" and "C" 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 Patterson Boulevard, a public 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 hereinafter, 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 on pages 27-28 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 sub-

divisions) 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. Owner-

ship 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 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.

## PROPERTY RIGHTS AND LIMITATIONS

### Section 11. Rights in the Condominium Property and Limitations

Upon Those Rights. Certain rights in the condominium property and certain limitations upon those rights are set forth in this portion of the Declaration.

Section 11.1. Rights in Common Area and Association Property. Each owner, together with his family and guests, may use the common area and any property owned or leased by the Association (hereafter referred to as 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, as required by Ohio Revised Code Section 5311.04 (D), with regard to such use of the common area. Provided, however, that such usage of the common area and/or Association property shall be subject to the limitations and restrictions which follow the designation of certain portions of the properties as limited common area. The rights described in this section to use the Association property and common area shall be subject to all provisions, easements, limitations and restrictions of this Declaration, of the By-laws of the Association, and of the Articles of Incorporation of the Association, and its administrative Rules and Regulations.

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 and in accordance with and subject to all rules and regulations made by the Association, whether or not made before or after such delegation, 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 purchasers 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 there is included the right of ingress and egress so as to provide a connection between each unit and Patterson Boulevard, the public street adjoining the property.

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 charge reasonable admission fees, user fees and other fees and charges for the use by guests of any recreational facility or equipment situated upon the common area or Association property; may charge owners or

guests reasonable fees for use of the common party facilities on the penthouse floor and for use of Association property and may rent parking spaces to the extent provided in Section 11.4(g) on Page 39 of this Declaration. Provided, however, that in no way shall any such fees or charges differentiate between the owner of any unit and tenants who may occupy a 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. The Association shall have the right to make reasonable rules and regulations concerning the manner of use and the number of persons using the common area and 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. All rules and



regulations made by the Association shall be available for inspection and review in writing in the office of the Association.

- (c) Limitations Upon Guests. The Association shall have the right 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 Rights of Use and Enjoyment and of Voting Rights. The Association shall have the right to suspend any owner's voter 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 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 or the Bylaws of the Association or 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.

Any such infraction or violation by the members of the family of an owner who are residing on the premises, by his tenants or sub-tenants, by contract purchasers from an owner, or by the guests 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 delegat

to him or them from another owner.

- (e) Contracts and Licenses. The Association shall have the right to enter into contractual agreements and to grant licenses with and to third persons who are not unit owners for the operation or management of any portions of the common area or Association property; and the Association shall also have the right to permit the occasional 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.
- (f) Mortgages. Unit owners shall have the right to mortgage their percentage interests in the common area, to the extent that a mortgage of a condominium unit is deemed to carry with it a mortgage lien upon the percentage interest of that unit in the common area.

(g) Exclusive Use of Parking Spaces and Storage Areas. The Association shall assign the exclusive use of one inside parking space and one storage area located on the common area, as depicted on Exhibit "B", to and for each unit and one additional such parking space to and for each three bedroom unit; provided, however, that such exclusive use rights may be suspended under Section 11.4 (d) on Pages 36 - 38 of this Declaration. The rules and regulations of the Association may require that maintenance of such storage areas shall be the sole responsibility of the 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.

(h) Fees and Charges Included with Assessments. Any and all admission fees, user fees or 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 and defined in Section 3.1 at page 6 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 eighty percent of the total voting power of all Association members, whichever is greater.

Section 12.3. Limited Duration of Class B Membership.

The Class B membership shall terminate, and shall be converted to Class A membership with one vote for each unit owned, one year after the date this Declaration is recorded. 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 eighty percent minimum voting rights to Class A membership with one vote for each unit owned at any time or times before the expiration of said one year, 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 or units 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 proportion of the voting power of all owners of his unit which is equivalent to his 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. Under the terms of Ohio Revised Code Section 5311.22(C) 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; an administrator of the Estate of such unit owner; a guardian, committee or conservator of the Estate of a ward or incompetent who is a unit owner; a trustee in bankruptcy of such a unit owner; or a statutory or judicial receiver or liquidator of the estate or affairs of such a unit owner; an assignee for the benefit of creditors of a unit owner; such fiduciary may vote as though he were the unit owner. Further, as provided by Ohio Revised Code Section 5311.22(D), when any other fiduciary or representative of a unit owner has furnished to the Association proof,



satisfactory to the Association, of his authority he may vote as though he were the unit owner.

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.

## ASSESSMENTS

Section 13. Assessment Procedures and Amounts. The procedures for levying condominium assessments, the various types of such assessments, and the amounts thereof are set forth in this portion of the Declaration.

Section 13.1. Covenant 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. Lien for Assessments. Such assessments and interest thereon and expenses and reasonable attorney's fees involved in the collection thereof, together with late charges, user fees and any other charges levied by the Association against a unit, 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 13.3. Procedure in Filing Lien. When an assessment, user fee or charge remains unpaid for fifteen days after the same has become due and payable, a certificate of lien therefor shall be filed with the Recorder in the county or counties in which the condominium property is located, if the Trustees authorize such action. Such certificate shall contain a description of the unit against which the lien exists, the name of the record owner thereof, and the amount of the unpaid portion of the assessment user fee or charge, and shall be signed by the President of the Association or by the Chairman of the Board of Trustees of the Association.

Section 13.4. Period of Time for Which Assessment Lien is Valid. The lien provided for in this Section shall remain valid for a period of five years as provided in Ohio Revised Code Section 5311.18, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of a court in an action brought to discharge such lien as hereinafter provided.

Section 13.5. Dispute as to Amount of Lien. Any owner who believes that the assessment, 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 a court of common pleas of the county in which all or part of the condominium property is situated 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 13.6. Personal Liability for Assessments.

Each unit owner shall be personally liable for all assessments, interest, late charges, costs and 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 13.7. 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 13.8. 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 said 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 the previous owner who was originally personally liable from the duty to pay said obligations.

Section 13.9. 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 30 days, the Association shall mail written notice of that fact and the amount to all owners of the unit.

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

fifteen (15) calendar days after the due date for payment of such installment. Interest at eight (8%) percent per annum, computed and compounded monthly shall be due and payable as a part of any assessment not paid to and received by the Association by the due date for such assessment, and unpaid interest shall become a part of the principal amount of the monthly assessment due for the next succeeding month.

Section 13.11. Collection of Assessments, Enforcement of Lien. The Association may bring an action at law against the owner personally obligated to pay the same and/or may bring an action to foreclose the lien in the manner required by Ohio Revised Code Section 5311.18(B), as authorized by the Board of Trustees. 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 is entitled to the appointment of a receiver to collect the same. In any such foreclosure action the Association is entitled to become a purchaser at the foreclosure. In any action at law or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

Section 13.12. 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 13.13. 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 13.14. Payment of Utilities and Services. The assessments may be used to pay charges for water, sewer, other utilities and/or services to any building or unit on the premises which does not have a separate meter or a separate accounting procedure for such utilities and/or services.

Section 13.15. Special Assessments for Capital Improvements. In addition to the monthly assessment amounts described hereinafter, the Association may levy from time to time special assessments for capital improvements for the following purposes:

- (a) To pay part or all of the common expenses as to the cost of reconstruction, repair or

replacement of capital improvements on the common area, limited 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 17.1 on page 61 of this Declaration entitled Repair of Common Area, Association Property and Limited Common Area; 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 for capital improvements may be levied only upon the affirmative vote of two-thirds (2/3) of the voting power of the



members of the Association present 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.

Section 13.16. Special Individual Unit Assessments. In addition to monthly assessments as described hereinafter and in addition to special assessments for capital improvements as described above, the Association may levy special individual unit assessments for the purpose of paying the costs and expenses of maintaining, repairing and servicing any portion of an individual unit which the owner has failed to maintain, repair and service and for the purpose of defraying the excess costs, over and above insurance proceeds, of repairs and restoration of damage to and destruction of any portion of a unit. The cost of such special individual unit assessment shall be added to and become a part of the total assessment amount to which such a unit is subject and shall be levied only against the particular unit involved. No such work shall be performed within a unit and no such assessment shall be levied, however, except to the extent that the Association is called upon to perform such work

and incur such expenses within the boundaries of a particular unit, in the special and unusual circumstances described in Sections 15.3 on page 59 and 17.2 on page 62 of this Declaration.

Section 13.17. Monthly Assessments to Pay Maintenance and Operation Expenses. The monthly assessments as described in this Declaration shall be used to pay common expenses as defined in Section 3.5 on page 14 including, but not limited to, the general maintenance services as described in that portion of this Declaration dealing with maintenance; the operation, management, administration and repair of the common area and of any Association property, insurance premiums to be paid by the Association, including liability insurance premiums for the common area and for any Association property; utility charges for the common area and Association property and for any other building, function or unit on the premises which does not have a separate meter or separate accounting procedure for such utilities; lawn care, landscaping, care of trees and shrubbery; trash services; and other similar items of expense.

Section 13.18. Amount of Monthly Assessments. The maximum amount of monthly assessments per unit shall be as set forth in this Section for each unit included within the condominium plan.

<u>Floor</u>					<u>G-5</u>	<u>G-6</u>	<u>G-7</u>	<u>G-8</u>
G					\$77	\$37	\$16	\$106
1	<u>11</u> \$85	<u>12</u> \$59	<u>13</u> \$28	<u>14</u> \$77	<u>15</u> \$74	<u>16</u> \$57	<u>17</u> \$57	<u>18</u> \$100
2	<u>21</u> \$80	<u>22</u> \$60	<u>23</u> \$66	<u>24</u> \$74	<u>25</u> \$74	<u>26</u> \$57	<u>27</u> \$57	<u>28</u> \$101
3	<u>31</u> \$81	<u>32</u> \$60	<u>33</u> \$66	<u>34</u> \$75	<u>35</u> \$75	<u>36</u> \$58	<u>37</u> \$58	<u>38</u> \$101
4	<u>41</u> \$81	<u>42</u> \$60	<u>43</u> \$67	<u>44</u> \$75	<u>45</u> \$75	<u>46</u> \$58	<u>47</u> \$58	<u>48</u> \$102
5	<u>51</u> \$82	<u>52</u> \$61	<u>53</u> \$67	<u>54</u> \$76	<u>55</u> \$76	<u>56</u> \$58	<u>57</u> \$58	<u>58</u> \$102
6	<u>61</u> \$82	<u>62</u> \$61	<u>63</u> \$68	<u>64</u> \$76	<u>65</u> \$76	<u>66</u> \$59	<u>67</u> \$59	<u>68</u> \$103
7	<u>71</u> \$82	<u>72</u> \$62	<u>73</u> \$68	<u>74</u> \$77	<u>75</u> \$77	<u>76</u> \$59	<u>77</u> \$59	<u>78</u> \$103
8	<u>81</u> \$83	<u>82</u> \$62	<u>83</u> \$68	<u>84</u> \$77	<u>85</u> \$77	<u>86</u> \$60	<u>87</u> \$60	<u>88</u> \$104
9	<u>91</u> \$83	<u>92</u> \$62	<u>93</u> \$69	<u>94</u> \$78	<u>95</u> \$78	<u>96</u> \$60	<u>97</u> \$60	<u>98</u> \$104
10	<u>101</u> \$84	<u>102</u> \$63	<u>103</u> \$69	<u>104</u> \$78	<u>105</u> \$78	<u>106</u> \$60	<u>107</u> \$60	<u>108</u> \$105
11	111 \$84	112 \$63	113 \$69	114 \$79	115 \$79	116 \$61	117 \$61	118 \$105
12	<u>121</u> \$88	<u>122</u> \$66	<u>123</u> \$72	<u>124</u> \$82	<u>125</u> \$82	<u>126</u> \$63	<u>127</u> \$63	<u>128</u> \$109

Section 13.19. 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 assessment is not paid in full when due then, at the option of the Association, the assessments for the remaining months of the calendar year, with regard to that unit for which the monthly assessment was not paid when due, shall accelerate so that the total amount of assessments for that calendar year shall be considered to be due and payable immediately.

Section 13.20. Restrictions Upon Increase in

Monthly Assessment Amounts. From and after January 1, 1975, the maximum monthly assessment for each unit may be increased by the Association by an amount not more than six (6%) per cent above the amounts set forth above in this Declaration. For each subsequent calendar year after 1975 the Association (may make additional increases in monthly assessment amounts, effective on the first day of the next month after the Association acts, with such increases to be limited in each calendar year to six (6%) per cent above the maximum monthly assessment in effect at the end of the previous calendar year.)

Section 13.21. Vote of Owners-Members to Increase

Monthly Assessments. From and after the date the Class B membership in the Association terminates, the maximum monthly assessments may be

increased by amounts exceeding the six (6%) per cent limitation described immediately above, but only by a vote of two-thirds (2/3) of the voting power of the members of the Association present at a meeting of members duly called for the purpose of consideration of such an increase.

Section 13.22. Monthly Assessments May Be Set Below Maximum Amounts. At any time and from time to time the Association may fix the monthly assessments at any amount lower than the maximum monthly assessments provided for herein; provided, however, that the fact of assessments being fixed at such a lower level shall not alter the fact that a higher permitted level of maximum monthly assessments is then, and shall continue to be, authorized.

Section 13.23. Date of Commencement of Assessments. The monthly assessments provided for herein shall commence as to all units included in this condominium plan, including those owned by the Declarant, 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 shall have the power to levy special assessments for capital improvements and special individual unit assessments.

## ASSOCIATION PROPERTY

Section 14. Definition of Association Property. To the extent that the Association holds any ownership interests in real or personal property or holds rights therein as a tenant in possession, such property shall be deemed to constitute Association Property.

Section 14.1. Units Contributed by Declarant as Association Property. The Declarant has contributed, or will contribute, ownership of units G-6, G-7 and 13 to the Association by executing and delivering a deed conveying to the Association all the Declarant's right, title and interest in and to said units.

Section 14.2. Association to Constitute the Owner. With regard to such contributed units the Association shall constitute the owner as that term is defined in this Declaration, and shall have all the rights, privileges, duties and obligations of an owner under this condominium plan, and shall have the right to deal with such units in the same manner as any individual owners would have the rights to deal with their respective units.

## MAINTENANCE

Section 15. 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 15.1. Maintenance Responsibility of the Association as to Common Area, Association Property and Limited Common Area. Except as may be provided to the contrary in this Declaration, the Association shall maintain, service, repair, manage and operate all portions of the common area, of the Association Property and of the limited common area included within this condominium plan.

Section 15.2. Maintenance Caused by Negligent or Intentional Acts. In the event that a need for maintenance service or repair of any portion of the property, including any unit(s), is caused by the negligent act, 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 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.

Section 15.3. 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 the remaining condominium property or any part, portion or aspect of value thereof, in accordance with the provisions of Ohio Revised Code Section 5311.03 (F) and the costs of such maintenance or repairs shall constitute a Special Individual Unit Assessment under Section 13.16 on page 52 of this Declaration. Certain equipment and materials within each unit, to wit: the heating equipment, air conditioning equipment, plumbing pipes and fittings and electrical wiring (but not electrical appliances), are part of, or connected to, central systems or similar equipment or materials which serve other portions of the condominium property. Accordingly, to provide maximum assistance to owners and occupants on the property and to prevent damage to or destruction of other portions of the property, it is hereby declared to be a specific provision of this condominium plan that the Association shall maintain and service, (within each unit) the specific items of equipment and materials referred to herein, and the expenses of such maintenance and service shall not constitute a Special Individual Unit Assessment but shall be paid by and through other assessments under this condominium plan (except to the extent the need for such maintenance, service or repair was caused by actions described in Section 15.2 on page 58 of this Declaration).



Section 15.4. Maintenance Responsibility of

Unit Owners. The owner(s) of a unit shall be responsible for all the maintenance, repair and service of every portion 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 15.3 immediately above or under Section 17.2 on page 62 of this Declaration.

OBSOLESCENCE AND REHABILITATION

Section 16. Possibility that Condominium May Become Obsolete.

In order to provide for the situation which would exist if The Carillon House Condominium becomes obsolete, the following terms and conditions are included in this condominium plan.

Section 16.1. 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 percent of the voting power of the Association.

Section 16.2. Procedure for Rehabilitation. In the event of an affirmative vote as provided for in Section 16.1 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 OR DESTRUCTION OF CONDOMINIUM PROPERTY

Section 17. Applicability to Various Types of Property. This portion of the condominium Declaration dealing with damage 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 17.1. Repair of Common Area, Association Property and Limited Common Area. Any damage to or destruction of all or any part of the common area, of the limited common area or of the Association property shall be repaired and restored by the Association. The cost 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 the costs of repair and restoration by the Association 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 for Capital Improvements under Section 13.15 on pages 50-52 of this Declaration, and such an assessment to cover repair and restoration costs not defrayed by insurance proceeds shall not require any vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 17.2. Repair of Unit(s). Any damage to or destruction of all or any part of any unit(s) shall be repaired and restored by the Association to the extent that the Trustees of the Association, acting under Ohio Revised Code Section 5311.03(F), 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 the remaining condominium property or any part, portion or aspect of value thereof. The cost 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 the costs of repair and restoration by the Association, an assessment shall be levied against the owner(s) of the unit(s) being repaired or restored in an amount sufficient to pay the excess costs over the amount of the insurance proceeds, as a Special Individual Assessment under Section 13.16 on page 52 of this Declaration.

Section 17.3. 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 per cent 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 provided that the unit owners may not make such an election, whether by a seventy-five

per cent 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 24.2 on page 97 of this Declaration.

## EASEMENTS

Section 18. The Following Easements are Hereby Granted, Created or Reserved Throughout, Across, Over and Under Various Portions of the Properties.

Section 18.1. 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 18.2. Easement for Encroachments. Each building, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any unit and upon the other with regard to overhangs in the design, deviations in construction from the condominium plans contained in this 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 18.3. Easement for Support. Every portion of a building, of a utility easement and/or utility facilities, of any improvement, of 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 such other item or portion thereof.

Section 18.4. Utility Easements. Every portion of a building, of a utility easement and/or utility facilities, of any 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 utility 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 paragraph.

Section 18.5. Construction and Development Easement.

Every portion of a building, of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties shall be burdened with an easement of ingress and egress and of usage for the purpose of construction and/or development of any portion of the properties or any improvement thereon, to the extent that such construction and/or development has been approved by the Trustees of the Association.



## USE AND OCCUPANCY

Section 19. Restrictions Upon Use and Occupancy of the Condominium Property. No unit, limited common area, common area or Association property, including any portion or all of the foregoing categories of property included within this condominium plan, shall be used or occupied in violation of, or by persons who violate, the restrictions upon use and occupancy set forth in this portion of the Declaration or any and all other terms and conditions of this Declaration.

Section 19.1. 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 annoyance or nuisance to any of the unit owners or occupants.

Section 19.2. 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 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, temporarily or permanently, for any commercial purpose;

- (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 leash, such pets shall not relieve body wastes upon any portion of the properties except that unit in which they are kept.
- (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 complaints, 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 residents or the owners of any other part of the properties, shall bear all risks which result from the presence of pets. Accordingly, such owner shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets, and due care or absence of negligence shall not constitute a defense.

(f) In the event 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 19.3. Impairment of Structural Integrity of Building. Nothing shall be done in, on or to any portion of the condominium property which would impair the structural integrity or which would structurally change the building on the premises or any portions thereof.

Section 19.4. Hazardous Uses and Waste. Nothing shall be done or kept on any portion of the condominium property which will increase the rate of insurance on the common area or on any other unit or limited common area reserved for the exclusive use of any other unit, without the prior written express 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, after which the new consent from the Association must be obtained. Nothing shall be done or kept on any portion of the condominium property which will result in the cancellation of insurance on the common area or any other unit or any limited common reserved for the exclusive use of such other unit, or 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 common area, limited common areas and/or Association property.

Section 19.5. 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 others by blood, marriage or adoption, which persons are living together and maintaining a common household, but excluding from the definition of family more than one married couple and also excluding two or more parents (not married to each other and not themselves parent and child) in situations where each of two or more 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 unit may be occupied as a residence site by two adult persons, to the extent such persons are the only occupants on the premises.
- (c) As an additional restriction upon the persons who may occupy and reside within a unit, it is hereby provided that no person under fifteen years of age may occupy or reside in a unit.

Section 19.6. 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 19.5 above, and the rules and regulations of the Association shall contain reasonable provisions with regard to such visitors and guests.

Section 19.7. 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.

Section 19.8. 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 carried on by residents permitted to reside on the premises under Section 19.5 of this Declaration and 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 services dispensed upon the premises; (c) no person is employed other than residents permitted to reside in that unit under Section 19.5 above; (d) no mechanical or electrical equipment is used except

such is permissible for and is customarily found in purely domestic or household premises for the 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 or enterprises which are precluded by this or other sections of this Declaration.

Section 19.9. Trucks, Trailers and Boats. No parking spaces other than those enclosed in garages on the property shall be used for parking of any trailer, truck, boat or anything other than operative automobiles. The word "trailer" shall include trailer coach, house trailer, mobile home, 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 device and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck with a capacity of one-half ton 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 property, or with maintenance required under this Declaration.

Section 19.10. Signs. No signs of any kind shall be displayed to the public view on or from the condominium property except those:

- (a) On or regulating and regarding the use of common area and Association property, to the extent approved in advance by the Association.
- (b) Used by the Declarant to advertise any unit for sale or rent during the period of one year from the date this Declaration is recorded in the office of the Recorder of Montgomery County, Ohio.



Section 19.11. Exterior Wiring, Antennas. No exterior wiring, lighting or antennas shall be permitted on the exterior portion of any building or improvement situated upon the premises except as may be erected by the Association. No air conditioning or other type of installation or equipment shall be installed or permitted to appear on the exterior of any building or protrude through the walls, roof or window area of any building or any unit, except as may be installed by the Association.

Section 19.12. Additional Structures. No additional structures of any nature whatsoever shall be erected upon common area or limited common area in addition to those structures on said premises at the date this Declaration is recorded, other than those for which prior written express consent has been given by the Association.

Section 19.13. Surfaces of Building. Nothing shall be hung or displayed on the outside of windows or doors in the perimeter outside building walls of any unit or placed on any portion of the outside walls of the building other than by the Association itself.

Section 19.14. Obstruction and Storage. There shall be no obstruction of the common area; and the placement or storage of materials, equipment or any other items on any portion of the common or limited common areas outside the building shall be prohibited, excepting the placement or storage by the Association on common area, and by the respective unit owners on limited common area, of appropriate outdoor-type furniture.

Section 19.15. Alteration of Units. No alteration 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 prior written express consent of the Association.

Section 19.16. 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; (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 linen; (c) to any entity or organization which is prohibited from becoming an owner of a unit under Section 3.4 at page 13 of this Declaration; or (d) except under a lease form supplied by the Association which prohibits subleases and assignments, the terms and conditions of which lease form shall not be altered or supplemented without the prior written express consent of the Association.

Section 19.17. 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; 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 19.18. 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.

Section 19.19. Variances From Restrictions. All the restrictions upon use and occupancy which are set forth in this portion of the Declaration are subject to variances which may be granted by the Association through such procedures and upon such standards as may be dedicated by the Association, and the granting or denial of any variance application shall not create a precedent binding upon the Association as to other applications for variances.

ARCHITECTURAL CONTROL

Section 20. Association to Control Architectural Appearance. The Association shall control the architectural design and appearance of the condominium property in accordance with the provisions of this portion of the Declaration.

Section 20.1. Plans and Specifications to be Submitted. No building, fence, wall or other structure shall be commenced or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association.

Section 20.2. Architectural Committee. The Association may appoint an architectural committee and may refer such plans and specifications to such committee for its recommendation.

Section 20.3. Disapproval of Plans and Specifications

In the event the Association fails to approve such plans and specifications within sixty (60) days after their submission, said plans and specifications shall be deemed to have been disapproved.

Section 20.4. No Authorization of Other Construction.

Nothing in this portion of the Declaration shall be deemed to authorize any construction on, addition to, or change in any portion of the properties which would otherwise be prohibited by other portions of this Declaration.

## ARBITRATION

Section 21. Trustees to Serve as Arbitrators. In the event any dispute arises between or among owners of condominium units involving or concerning rights to use or enjoy any portion of the properties, 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, or of the Articles of Incorporation of the Association, 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 factfinders in that they may consult with any of the owners independently and at any time, and may gather facts and additional information from any other sources whatsoever 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 22. 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 22.1. Mandatory Insurance Through Association. Under the provisions of Ohio Revised Code Section 5311.16 the Association shall produce insurance coverage for the benefit of all unit owners, their tenants, the Association and all persons lawfully in possession or control of any part of the condominium property as set forth below.

- (a) Liability Arising from Common Areas or Association Property. Such insurance shall be purchased to provide protection against liability for personal injury or property damage arising from or relating to the common area and 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 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 the common area or 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 owners as a group to a unit owner. In the event the insurance effected by the Association hereunder shall, for any reason, not fully cover 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.

- (b) Fire and Extended Coverage. The Association shall also obtain for the benefit of all owners (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 so as to afford insurance 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 the maximum insurable replacement value of such buildings and structures as determined from time to time by the Association. The proceeds of such insurance shall be payable to a national bank as trustee as explained in Section 22.3 on pages 84-85, and shall provide for not less than thirty (30) days notice to such trustee 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 22.2. Possibility of Termination of Condominium

Plan. The insurance policy purchased by the Association shall provide that, notwithstanding any provision thereof which gives the insurance carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable 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 22.3. Trustee as Beneficiary. All insurance policies purchased by the Association under the above provisions of this Declaration shall provide that the insurance proceeds shall be paid to any national bank and trust company, as trustee for the benefit of mortgagees of record and of owners, which trustee is selected by the Association and which maintains an office in Dayton, Ohio, referred to as the Insurance Trustee. 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.

Section 22.4. Insurance Purchased By Unit Owners. Each owner may, at his own expense, obtain insurance against liability for personal injury or property damage arising from or relating to the use and occupancy of his unit and/or any limited common area reserved for the exclusive use of that unit. Each owner may also obtain in a similar manner fire and extended coverage affording insurance protection upon the personal property which he owns and which is situated within his unit or upon such limited common area and upon any improvements the owner has made in or contributed to that unit and limited common area. The insurance coverage described in this section of the Declaration will not be purchased by the Association.

Section 22.5. Responsibility for Reconstruction and Repair. The mandatory duty of the Association to effect reconstruction and repairs of condominium property is set forth in Sections 17 - 17.3 on pages 61 - 62a. of this Declaration.

Section 22.6. 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 22.7 Disbursement of Insurance Proceeds. The portion of insurance proceeds representing the cost of repair, rebuilding and restoration made by the Association shall be disbursed by the insurance

trustee as directed by the Association and in any event solely for the expenses of such reconstruction, rebuilding and repair. The insurance trustee shall not be required to determine whether or not a disbursement is to be made, the identity of the payee, the time of the payment or the amount to be paid, but may rely on a certificate of the Association stating such information. In preparing such certificates, however, the Association shall certify that it has complied with the disbursement requirements of the Ohio Revised Code so as to afford maximum protection against mechanics liens, and the trustee shall not make disbursements if such compliance has not occurred. Any portion of the insurance proceeds remaining after defraying the cost of repair, rebuilding and restoration shall be distributed to the unit owners and their mortgagees, as their interests may appear. If it has been determined that the condominium is to be terminated under Section 24.2 on page 97 of this Declaration, the insurance proceeds shall be distributed to the unit owners and their mortgagees as their interests may appear.

Section 22.8. 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 fact of the condominium being terminated.

Section 22.9. 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 22.10. 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 against the owners of any damaged or destroyed units as a Special Individual Unit Assessment, and against all unit owners in the event of damage to or destruction of the common area as a Special Assessment for Capital Improvements, and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 22.11. 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 for Capital Improvements against all owners but shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

## RIGHT OF FIRST REFUSAL

Section 23. Transfers Subject to Right of First Refusal. The success of this condominium project will depend in large part upon the various unit owners forming a congenial community, and it is hereby specifically recognized that the close proximity of one condominium unit to another will create an interdependence among owners of a substantial degree. Every sale, lease, rental, gift, devise, inheritance or other transfer of any portion of or interest in a condominium unit shall be subject to the right of first refusal of the Association as set forth in this Article except as provided in Section 23.4 of this Declaration.

### Section 23.1. Notice to the Association.

- (a) Sale, Lease and Rental. An owner intending to make a bona fide sale, lease or rental of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended record and beneficial purchaser, lessee or tenant, a true copy of the bona fide contract, offer and other documents concerning such sale, lease or rental (subject to Section 19.16 on page 75) containing all the terms, conditions and details



of the proposed transaction, plus such other information concerning the proposed transaction and the parties involved as the Association may reasonably require.

(b) Gift, Devise, Inheritance, Other Transfers.

Every record and/or beneficial owner who has obtained title to or an interest in a unit by gift, devise, inheritance or by any other manner not referred to in Section 23.1(a) above shall give to the Association notice of such acquisition of title or interest, his name and address, a true and executed copy of the instrument evidencing such owner's title or interest, and such other information concerning the transaction and the parties as the Association may reasonably require.

(c) Time of Notice. The notices required above shall be given to the Association in writing not less than twenty (20) days prior to the closing at which the owner would have transferred title to or an interest in his unit

as referred to in subparagraph (a) above, and within thirty (30) days after an owner obtains title to or an interest in a unit by gift, devise, inheritance or other manner described in subparagraph (b) immediately above.

Section 23.2. Association Has First Refusal Option for Sale, Lease or Rental Contract. For a period of twenty (20) days following its receipt of notices of a proposed sale, lease or rental the Association shall have a first refusal right and option to acquire the title or interest proposed to be transferred by matching the terms of the offer, contract or other documents for the sale, lease or rental of the unit or an interest therein. If the Association elects to exercise that first refusal option it shall send a notice to the owner informing him of that fact, and when such notice has been given a completed contract shall be deemed to exist between the owner and the Association. Such contract shall be closed no sooner than thirty (30) days from the giving of such notice to the owner, regardless of the time periods provided in the bona fide contract, offer or agreement which is being matched by the Association.

Section 23.3. Association Also Has First Refusal Option as to Gift, Devise, Inheritance or Other Transfers. For a period of

thirty (30) days following its receipt of notices of the types of transfer described in Section 23.1(b) above and the subsequent determination of fair market value, the Association shall have a first refusal right and option to acquire such title to or interest in the unit as was transferred by purchasing such title or interest at its fair market value. If the parties cannot agree on said fair market value within ten (10) days after the Association receives notice it shall be determined by one appraiser selected and paid by the Association and a second appraiser selected and paid by the owner. Such appraisers shall be appointed within an additional period of seven (7) days, and shall make their decision as to fair market value within an additional period of ten (10) days. If either party fails or refuses to designate such an appraiser, the fair market value shall be determined solely by the appraiser selected by the other party, with the decision being made within the same additional period of ten (10) days. If said two appraisers cannot agree on the fair market value within said additional ten (10) days, they shall select immediately a third appraiser whose fee shall be divided between the Association and the Owner, and the decision as to fair market value shall be made by a majority vote of the three appraisers within an additional ten (10) days. If the Association elects to exercise its first refusal option it shall send a notice to the Owner informing him of that fact and such notice shall be deemed to constitute a completed contract

between the Owner and the Association in accordance with the provisions of this paragraph. The closing date shall be thirty (30) days from the giving of such notice and title shall be conveyed by good and sufficient deed of general warranty so as to convey merchantable title free and clear of all liens and encumbrances and rights excepting easements, restrictions and limitations of record, legal highways, all provisions of the condominium plan, and the installment of taxes and assessments becoming due and payable for the first time after the closing (which shall be pro-rated between the parties as of the date of closing) and all subsequent installments of taxes and assessments which shall be assumed by the Association. Possession shall be given at the date of closing and the purchase price shall be paid in cash at the closing. In all other respects not specifically mentioned in this Section, the provisions of the purchase agreement between the Association and the owner shall be deemed to be identical to the language set forth in the standard Offer and Acceptance contract for sale of real estate form then prescribed by the Dayton, Ohio Real Estate Board.

Section 23.4. Mortgagees. No unit owner may mortgage his unit or any interest therein without being subject to this right of first refusal except to a bank, life insurance company, savings and loan association or other professional lending organization or institution.

Section 23.5. Exempted Transfers. The provisions of this Article regarding a right of first refusal shall not apply to transfers made by the Declarant, to transfers made solely for the purpose of securing the performance of an obligation to the extent permitted by Section 23.4, through a foreclosure sale to a mortgagee under Section 23.4 or other judicial sale, to transfers to a mortgagee permitted under Section 23.4 in lieu of foreclosure, to transfers by a mortgagee permitted under Section 23.4 following foreclosure or any proceeding or arrangement in lieu thereof, to transfers by one joint tenant or tenant in common of his interest to another joint tenant or tenant in common in the same unit (whether by operation of law or otherwise); or to transfers to a spouse and/or other members of the immediate family of an owner (which members have customarily resided with such owner).

Section 23.6. Failure of the Association to Exercise its Right of First Refusal with Regard to Sale, Lease or Rental.

In the event the Association fails to exercise its right of first refusal as provided above with regard to a sale, lease or rental, the proposed transfer of title to or interest in a unit may be completed in accordance with the exact terms of the contract, offer or other agreement or instrument, a true copy of which was delivered to the Association along with the notice referred to above. In such event, the Association shall be notified of the date, hour and place of closing not less than three (3) days prior to said closing, for the purpose of enabling and permitting a representative of the Association to attend the closing. In the event any sale, lease, rental or transfer of an interest in or title to a unit shall be made under terms, conditions or price different from or in addition to the terms, conditions and price set forth in the true copy of the agreement delivered to the Association, no valid title or interest may be conveyed and the right of first refusal shall arise again and the Association shall have the right to match said new or different terms, conditions or price as provided in this Section.

Section 23.7. Unauthorized and Invalid Transactions. Any sale, mortgage, lease, rental or other transfer referred to in this Article herein shall be unauthorized unless conducted pursuant to the terms of this Section and no such purported transfer of any interest in o

to a unit shall be valid or shall effectively convey or transfer such an interest unless made in accordance with the provisions of this Article.

Section 23.8. Certificate of Compliance.

The Association shall upon demand and from time to time furnish to any owner, member, or other party having a bona fide interest in a unit a certificate in writing signed by an officer of the Association stating on knowledge and belief whether or not the requirements of this Section have been complied with as to that unit. Such a certificate shall be conclusive evidence as to all persons who rely thereon in good faith; shall contain a description of the unit involved; shall be prepared and executed so as to fulfill the then requirements for recording; and shall be recorded in the miscellaneous or other appropriate records of the Recorder of the county in which this condominium development is situated. The rules and regulations of the Association may impose a reasonable fee for the issuance and execution of each such certificate.

Upon written request to the Association, the holder of any duly recorded mortgage against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or the By-Laws to be given to the owner or owners whose unit ownership is subject to such mortgage.

## GENERAL PROVISIONS

Section 24. The Following General and Miscellaneous Provisions Shall Constitute A Part of the Condominium Plan.

### Section 24.1. Covenants Running with the Land.

All of the language, statements, words, paragraphs and sections of this Declaration 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 the land (being all of the real estate property described in Exhibit "A") 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 shall be binding upon and inure to the benefit of any part and all of said land and all present and future parties having any right, title or interest in or to all or part of said land and their respective heirs, executors, administrators, successors and assigns.

### Section 24.2. Termination of Condominium Plan.

This condominium plan may be terminated under Ohio Revised Code Section 5311.17 by the affirmative vote of all unit owners, and such termination and the resulting removal of the condominium property from the provisions of Chapter 5311 of the Revised Code of Ohio shall be effected only in the manner described in that statutory section.



Section 24.3. Amendment of Declaration. During the first forty (40) years following the recording of this Declaration, it may be amended in whole or in part only by a written instrument signed by those persons holding not less than ninety-five (95%) per cent of the voting power of the Association. After the expiration of said period of forty (40) years, this Declaration may be amended in whole or in part only by a written instrument, but in this instance such instrument need be signed only by those persons holding not less than seventy-five (75%) per cent of the voting power of the Association. Provided, however, that in no event shall any amendment (either during or after said period of 40 years) alter or affect the following matters, unless such amendment has been adopted by approval of 100% of the voting power of the Association: (a) The restriction upon a partition sale of the condominium properties or any part thereof, as contained in Section 17.3 on pages 62 and 62a of this Declaration; (b) The restrictions upon the manner in which the condominium plan may be terminated and all property removed therefrom, as contained in Section 24.2 on page 97 of this Declaration. Provided, further, that if any amendment adversely affects the value or priority of the security of any mortgagee of record, the written consent of said mortgagee to that amendment shall be required; and any amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

Any and all amendments to this Declaration shall be recorded in the manner provided by Ohio Revised Code Section 5311.06.

Section 24.4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or otherwise shall in no way affect any other provisions which shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Ohio statutes, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void and such invalidity shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 24.5. 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, the Association's Articles of Incorporation, By-Laws and/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 24.6. 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 other 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 24.7. Waiver. No covenants, restrictions, conditions, 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 24.8. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendents of Richard M. Nixon, now President of the United States of America and Lyndon B. Johnson, former President of the United States of America.

Section 24.9. 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 24.10. 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 James J. Rupel. 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: 135 E. Thruston Boulevard, Dayton, Ohio 45419. 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.

Section 24.11. Titles and Captions. The titles or captions of the various provisions of this Declaration are inserted only as a matter of convenience for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect the contents or interpretation of this Declaration.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant on the date first above mentioned, through its duly authorized officers.

Signed and acknowledged  
in the presence of:

Nita K Crane

LLOYDS ACCEPTANCE CORP.

By James J. Rupel  
James J. Rupel, President

Raymond A. Ambrose

By Edwin A. Pierce  
Edwin A. Pierce, Treasurer

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a Notary Public In and for said County and State, personally appeared the above named LLOYDS ACCEPTANCE CORP., an Ohio corporation, by and through JAMES J. RUPEL, its President and Edwin A. Pierce, its Treasurer, who acknowledged that they did execute the foregoing condominium Declaration for and on behalf of said corporation, and that the same is the free act and deed of said corporation and of themselves individually and as such officers for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Montgomery County, Ohio, this 19<sup>th</sup> day of April, 1973.

Nita K. Crane  
NOTARY PUBLIC

NITA K. CRANE, Notary Public  
In and for Montgomery County, Ohio  
My Commission Expires July 26, 1976

This Instrument Prepared By:

JAMES R. GOULD, a Partner in the Law  
Firm of Gould, Bailey, Farquhar & Green,  
200 Talbott Tower, Dayton, Ohio 45402

## RALPH L. WOOLPERT COMPANY

CONSULTING ENGINEERS AND PLANNERS

2324 STANLEY AVENUE

DAYTON, OHIO 45404

RALPH L. WOOLPERT (1916-1970)  
A. M. FRIEND (1938-1969)CHARLES F. BLACK  
CHARLES ABRAMOVITZ  
JOHN E. ESCHLIMAN  
PHILLIP N. SCHAEFFER  
ROBERT F. ARCHDEACON  
ROBERT L. BARNETT  
DALE L. FLAHERTY  
MARK LAWNERDONALD E. ERNST  
JAMES A. HERMAN  
WALLACE E. SMITHHERBERT W. STARICK  
(CONSULTANT)CIVIL ENGINEERS  
SANITARY ENGINEERS  
CITY PLANNERS  
REGIONAL PLANNERS  
PHOTOGRAMMETRISTS  
LAND PLANNERS

513/461-5660

Description of The Carillon House Condominium  
On Patterson Boulevard

January 29, 1973

Located in Section 1, Town 1, Range 7 M.R.S., City of Kettering, County of Montgomery, State of Ohio and being parts of Lots 213, 214, 217, 218 and 220 of Carrmonte Plat as recorded in Book "G", Page 67 in the Plat Records of Montgomery County, Ohio and being also parts of vacated Frances Avenue and vacated Lot 424 of said Carrmonte Plat, reference to said vacated appearing on said Plat Record and part of vacated Patterson Boulevard as vacated by deed recorded in Book 597, Page 210 in the Deed Records of Montgomery County, Ohio, and being a tract of land described as follows: beginning at a point in the west line of Avalon Avenue (formerly Mableford Avenue), said point of beginning being in the north line of land conveyed to Lee C. Falke as recorded in Microfiche #71-386-E02 in the Deed Records of Montgomery County, Ohio; thence with the northwest line of said Falke land and its southwestward extension said extension being the northwest line of land conveyed to Theodore Lindsay, Jr. Inc. by deed recorded in Book 1275, Page 481 in the Deed Records of Montgomery County, Ohio, South forty-four degrees fifty-six minutes (44° 56') West for three hundred ninety-four and 09/100 (394.09) feet to the east line of Patterson Boulevard, said east line being the west line of that portion of Patterson Boulevard as vacated in Book 597, Page 210 in the Deed Records of Montgomery County, Ohio; thence in a northerly direction on a curve to the right with a radius of one thousand two hundred fifty and 21/100 (1250.21) feet for sixty-one and 24/100 (61.24) feet to a point of compound curvature, the chord to said curve bearing, North thirty-three degrees fifty-three minutes ten seconds (33° 53' 10") West for sixty-one and 23/100 (61.23) feet; thence continuing in a northerly direction with the east line of said Patterson Boulevard on a curve to the right with a radius of six hundred seventy-four and 23/100 (674.23) feet for two hundred thirty-three and 83/100 (233.83) feet to the south corner of Lot 5 as recorded in Book "S", Pages 9 and 10 in the Plat Records of Montgomery County, Ohio, the chord to said curve bearing, North twenty-two degrees thirty-two minutes fifty seconds (22° 32' 50") West for two hundred thirty-two and 71/100 (232.71) feet; thence with the southeast line of said Lot 5 and its northeastward extension, said extension being the southeast line of Lot 3 as recorded in said Book "S", Pages 9 and 10, North forty-four degrees fifty-six minutes (44° 56') East for two hundred ninety and 40/100 (290.40) feet to the east corner of said Lot 3, said east corner being in the southwest line of said Avalon Avenue; thence with the southwest line of said Avalon Avenue, South forty-five degrees thirty-eight minutes (45° 38') East for two hundred seventy-five and 05/100 (275.05) feet to the point of beginning, containing two and 229/1000 (2.229) acres, more or less, subject, however, to all easements of record and granting also all rights of the Grantor herein, if any, in the west half of Avalon Avenue (50.00 feet wide). Curve distances are measured on the arc.

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Description of Carillon Tower Apartment Building  
On Patterson Boulevard

Page Two

January 29, 1973

Note: The above-described tract of land includes a seventeen and 5/10 (17.5) foot wide portion of vacated Patterson Boulevard as vacated in Book 597, Page 210 in the Deed Records of Montgomery County, Ohio and excludes a twenty-five (25) foot strip of land recorded as being the west half of Avalon Avenue (formerly Mableford Avenue) as originally recorded in Book "G", Page 24 in the Plat Records of Montgomery County, Ohio. Previous deed of record to Kettering Tower Company by deed recorded in Book 2236, Page 393 in the Deed Records of Montgomery County, Ohio.

CHB:ms

#8879



PERSONAL PROPERTY TO BE OWNED BY  
THE CARILLON HOUSE ASSOCIATION, INC.

Penthouse	
Furniture	14 tables 30 chairs 4 sofas 2 lamps 3 pictures 1 refrigerator 1 serving table
Kitchen	2 refrigerators
Library	6-7 tables 1 desk 5 chairs 2 sofas 3 lamps 3 pictures books (several)
Penthouse Storerooms	1 ladder (long) 1 ladder (short) 6 tables 50 chairs 2 tables (patio) 8 chairs (patio) 1 sweeper (electric) misc. janitorial supplies & equipment
Stairway to Roof	2 Xmas trees 2 Santa Claus wreaths & decorations outdoor & indoor lights
Mail Room	table & chair
Game Room	ping pong table table 4 chairs massage table massage cabinet 2 trash cans
Whirlpool	1 table 2 chairs

North Garage

auto sweeper  
lawn chair  
1 2" hose  
misc. lumber

Trash Room

paint sprayer  
misc. garden tools  
ladder

Miscellaneous

3 Christmas trees  
4 wreaths  
2 Santas  
misc. lights

Phone Room - 2nd Floor

ladder  
paint cart  
7 drop cloths  
paint

Guest Room

2 beds, mattresses & springs  
3 chairs  
2-3 lamps  
2-3 tables  
1 desk  
4 pictures  
1 artificial plant

Lobby

6 tables  
3-4 lamps  
2 stools  
9 chairs  
1 sofa  
1 credenza  
1 planter  
1 artificial plant

Office

1 waste basket  
1 desk with credenza  
1 desk chair  
2 side chairs  
typing table  
radio-intercom  
file cabinet  
easel  
floor plan

## EXHIBIT "A"

## Private Office

desk & chair  
 4 side chairs  
 1 picture  
 1 picture (Wertz)  
 table  
 lamp  
 waste basket

## Suite 96

## Living Room

black chair & ottoman  
 floor lamp  
 sofa  
 round table  
 velvet chair

## Dining Room

table  
 6 chairs

## Kitchen

range  
 refrigerator  
 small table  
 2 chairs

## Bedroom

double bed  
 dresser & mirror  
 3 lamps  
 night stand

## Ground Floor Storages

1 sweeper (Eureka)  
 misc. supplies

## Electric Room

1 Advance HD sweeper  
 1 Certified Rug shampooer  
 1 HD Wet/Dry vacuum  
 elevator pad

## Laundry Room

3 washers  
 3 dryers

## First Floor Pool Area

9 tables  
 2 chairs  
 14 chairs  
 2 tables  
 5 chaise  
 3 umbrellas

## EXHIBIT "A"

Floors 1 thru 12

1 washer each  
1 dryer each

Boiler Room

1 ladder  
hoses

South Garage

1 snow plow  
1 ladde, extension  
cement cart  
wheel barrow  
misc. lawn tools  
1 2" hose

Pump Room

1 wheel barrow  
misc. pipe

Tool Room

1 electric screw driver  
1 electric grinder  
1 refrigerator  
2 hack saws  
3 hand saws  
1 wheel puller  
misc. small items  
misc. hand tools  
misc. janitorial supplies  
1 work table  
3 storage cabinets  
1 grass trimmer  
1 ladder, regular  
2 ladders, short  
2 dollies  
1 file cabinet  
1 desk  
1 chair  
1 cart

2 drills )  
1 electric saw ) at Centre City Ofc.

1 Toro lawn mower 20" - reportedly at Rike's  
being over-hauled

Basement

3 ranges  
1 refrigerator

EXHIBIT "A"

Each Apartment has a range and refrigerator except the following which have been removed -

Apartment	65 -	
"	67 -	
"	78 -	
"	92 -	range & refrigerator
"	93 -	removed from these
"	107 -	Apartments
"	122 -	
"	123 -	
"	127 -	