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VILLAGE AT HUNTERS GLEN CONDOMINIUM
(Phase 1)

DECLARATION OF CONDOMINIUM OWNERSHIP

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

Date: November 16, 1989

Montgomery County Auditor

By DANA A. STAMPS
Deputy

Plat Book 141 page 25, 25A, 25B

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VILLAGE AT HUNTERS GLEN CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that

A. Hills Building & Construction Services No. 3, Inc., an Ohio corporation ("Declarant"), is the owner in fee simple of Parcel 1 described in Exhibit A attached hereto and made a part hereof ("Parcel 1"). Declarant is also the owner in fee simple of Parcel 2 described in Exhibit B attached hereto and made a part hereof; and

B. It is the desire and intention of Declarant to enable Parcel 1, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated on Parcel 1, and all easements, rights, appurtenances and privileges belonging or pertaining to Parcel 1, including, without limitation thereto, all easements now or hereafter benefiting Parcel 1 and subject to easements and restrictions of record (the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code; and

C. Declarant or its successors and assigns may desire for some part or all of Parcel 2, together with all buildings, structures, improvements and other permanent fixtures that may be constructed thereon and all easements, rights, appurtenances and privileges belonging or pertaining thereto, including, without limitation thereto, all easements now or hereafter benefiting Parcel 2, to be owned pursuant to the type of ownership known as Condominium and to submit such property to the provisions of Chapter 5311, Ohio Revised Code, in which event the term "Condominium Property" shall include all such property; and

D. Declarant further desires to establish for the mutual benefit of Declarant and all future owners, mortgagees or occupants of any part or all of the Condominium Property, which shall be known as "Village at Hunters Glen Condominium," certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

E. Declarant desires and intends that Declarant and the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interest therein subject to the rights, reservations, obligations, conditions, covenants, easements, privileges and restrictions hereinafter set forth in this Declaration, in the drawings attached hereto as Exhibits C-1 through C-3 and made a part hereof ("Drawings"), and in the By-Laws of the Village at Hunters Glen Condominium Owners' Association, Inc., attached hereto as Exhibit D and made a part hereof (the "By-Laws"), all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property;

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

ARTICLE I

Establishment of Condominium Ownership and Division of Condominium Property

1.1 Submission of Condominium Property to Chapter 5311, Ohio Revised Code. Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code. The project will initially include thirty-two (32) residential units, which units are hereby divided into thirty-two (32) separately designated and legally described freehold estates, hereinafter sometimes described and referred to as "Units".

All of the buildings of the Condominium will be constructed principally of wood, glass, brick veneer, concrete, siding, drywall, plywood and fiberglass shingles. The buildings will be

constructed with insulation over the ceiling of the top floor of each building and batt insulation in exterior side walls with R values of R-30 and R-13, respectively. The completed construction of the roof, brick veneer exterior walls, and horizontal siding exterior walls will produce R values of approximately 31.91, 18.54 and 14.60, respectively, when all building materials are considered. All of the Units are heated and cooled by individual electric furnaces and air conditioners.

All Units are in two story buildings and each unit contains one (1) kitchen, one (1) utility room, one (1) living room/dining room, two (2) bedrooms, two (2) bathrooms and either a patio or balcony. The patio or balcony is a part of the Limited Common Areas and Facilities (as hereinafter defined) for each Unit.

The locations, together with the particulars of the buildings, and the layout, location, designation, dimensions, area and number of rooms of the Units and the Common Areas and Facilities are shown graphically on the set of drawings attached hereto as Exhibits C-1 through C-3. This set of drawings was prepared by and bears the certified statement of Franklin K. Wright III, registered engineer, and Franklin K. Wright III, registered surveyor, as required by Section 5311.07, Ohio Revised Code. The separate drawings are hereinafter referred to by reference to the exhibit page designations thereon. These drawings may be amended pursuant to the provisions of Article XI hereof when and if any part or all of Parcel 2, together with any improvements thereon, is added to the Condominium Property.

The balance of the Condominium Property which may include, without limitation thereto, sidewalks, patios, the uncovered parking spaces, driveways, roadways, balconies, walkways, garages and all land and all rights and easements benefitting the land, consists of one freehold estate, hereinafter described and referred to as the "Common Areas and Facilities."

Included in the Common Areas and Facilities, but restricted to the exclusive use of the owners of the Units which are adjacent thereto or assigned to such owners, are certain Limited Common Areas and Facilities ("Limited Common Areas and Facilities") which includes all patios, balconies, storage closets, garage spaces and any parking spaces which are designated as Limited Common Areas and Facilities in the Drawings attached to the Declaration as being solely for the use of one Unit to the exclusion of other Units or pursuant to rules and regulations adopted by the Association as well as any electrical,

plumbing, utility lines and pipes and other connections or fixtures which are a part of or are located in the Common Areas and Facilities but which are entirely for the benefit of or which serve one Unit. One open parking space per Unit is available to be assigned to each Unit owner by deed and garage spaces may be purchased on a "first come, first served" basis until all available garage spaces have been sold. Unit owners who purchase a garage space shall be required to pay a special garage maintenance assessment (the "Garage Assessment"), which shall be based on such owner's proportionate share of the budgeted expenses incurred by the Association to maintain the garages, plus an amount for the garage reserve fund as determined by the Board. There are also other uncovered parking spaces for guest parking.

1.2 Units. Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the underside of any interior finished surface and the top side of any interior unfinished surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete closure of space with respect to any such Unit; with the dimensions, layouts and descriptions of each such Unit being shown on the Drawings attached hereto as Exhibits C-1 through C-3, and including, without limitation:

1.2.1 The plasterboard (i.e., "drywall") and the finished surfaces, including paint, lacquer, varnish, wallpaper, tile, panelling, carpeting and any other finishing material(s) or items applied to the interior surface of any perimeter walls, interior walls, floors and ceilings, and the perimeter wall itself if it adjoins a perimeter wall of another Unit.

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

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

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

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

1.2.6 All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the buildings and by utility pipes, wires and conduits; but excepting therefrom all structural portions of the buildings and all utility pipes, wires and conduits (except for those referred to in Paragraph 1.2.3 above) lying within the bounds of the Unit as above defined.

1.3 Common Areas and Facilities.

1.3.1 Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, and rights appurtenant thereto including, but not limited to, all easements now or hereafter benefiting such land, buildings, foundations, roofs, roof truss space, main and supporting walls (excluding walls included in a Unit under Section 1.2 above), the space between perimeter walls of adjoining Units, columns, girders, beams, storage spaces not included in Units, parking areas, patios, grassy areas, garages, privacy fences, driveways, roadways, pumps, trees, lawns, fences, pavement, sidewalks, and all water supply, utility, sewer, mechanical, electrical, plumbing, service and other types of equipment, systems, lines, pipes, wires and conduits (except those which are a part of any

Unit referred to in Section 1.2 above), now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

1.3.2 Limited Common Areas and Facilities. Included in the Common Areas and Facilities, but restricted to the use of the owners of the Units to which such areas and facilities are adjacent and appurtenant and to the use of the heirs, successors and assigns of such owners are the following items which shall be known as "Limited Common Areas and Facilities": all patios, balconies, storage closets, garage spaces and parking spaces designated to be assigned to each owner of a Unit by deed, or in the Declaration as being solely for the use of such Unit to the exclusion of the other Units as shown on the Drawings attached hereto as Exhibits C-1 through C-3, and/or pursuant to Rules and Regulations (the "Rules and Regulations") adopted by the Board of Managers of the Village at Hunters Glen Condominium Owners' Association (the "Board of Managers" or "Board") from time to time. All electrical fixtures (other than light poles), utility pipes and lines, wires, conduits, ducts, faucets, shower heads, plugs, connections or fixtures, as defined by the laws of the State of Ohio, and all replacements thereof which are a part of or are located in the Common Areas and Facilities but which are entirely for the benefit of or to serve one Unit shall also be Limited Common Areas and Facilities reserved for the exclusive use of the Unit which they serve. Unless otherwise provided by the Village at Hunters Glen Condominium Owners Association, Inc. (the "Association"), (i) the Association shall be responsible for the care, maintenance, repair and replacement of any fire wall within the Unit and certain portions of the Unit that contribute to the support of the building, and of all or any portion of the exterior surfaces of buildings, and (ii) the Unit owner served thereby shall be responsible for the care, maintenance, repair, and replacement of his Unit, the garage door, if any, all appliances, heating, ventilating and air conditioning equipment and smoke detectors, all glass, and all electrical and plumbing equipment.

1.3.3 Ownership and Use of Common Areas and Facilities. Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners and, except as otherwise limited in this Declaration, in the By-Laws and in the Rules and Regulations, each owner shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his Unit as a place of residence. Each owner of a Unit shall

have the right to all other incidental uses permitted by this Declaration, the By-Laws and the Rules and Regulations including the nonexclusive easement, together with other Unit owners, to the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his Unit.

The extent of such ownership in the Common Areas and Facilities is hereby deemed to be, and expressed by, the percentage amount hereinafter set forth. Such percentage amounts are determined by dividing the approximate square footage of each Unit by the total approximate square footage of all Units subject to this Declaration as of the date of filing of this Declaration or any amendment hereto which submits additional Units to this Declaration (with some rounding of percentages of interest so that the total thereof equals exactly 100%). The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to Article XI of this Declaration or by an amendment to this Declaration unanimously approved by all Unit owners affected by such change. Until amended in one of the ways provided in the immediately preceding sentence, the percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit and for the division of common surplus and expenses as hereinafter described in Section 5.4 of this Declaration, shall be as follows:

UNIT NO.	DESCRIPTION	SQ. FT.	% OF INTEREST IN THE COMMON AREA
12-1	2BR-2Bath-Patio	987	3.125%
12-2	2BR-2Bath-Patio	987	3.125%
12-3	2BR-2Bath-Patio	987	3.125%
12-4	2BR-2Bath-Patio	987	3.125%
12-5	2BR-2Bath-Balcony	987	3.125%
12-6	2BR-2Bath-Balcony	987	3.125%
12-7	2BR-2Bath-Balcony	987	3.125%
12-8	2BR-2Bath-Balcony	987	3.125%
36-1	2BR-2Bath-Patio	987	3.125%
36-2	2BR-2Bath-Patio	987	3.125%
36-3	2BR-2Bath-Patio	987	3.125%
36-4	2BR-2Bath-Patio	987	3.125%
36-5	2BR-2Bath-Balcony	987	3.125%
36-6	2BR-2Bath-Balcony	987	3.125%
36-7	2BR-2Bath-Balcony	987	3.125%
36-8	2BR-2Bath-Balcony	987	3.125%

UNIT NO.	DESCRIPTION	SQ. FT.	% OF INTEREST IN THE COMMON AREA
60-1	2BR-2Bath-Patio	987	3.125%
60-2	2BR-2Bath-Patio	987	3.125%
60-3	2BR-2Bath-Patio	987	3.125%
60-4	2BR-2Bath-Patio	987	3.125%
60-5	2BR-2Bath-Balcony	987	3.125%
60-6	2BR-2Bath-Balcony	987	3.125%
60-7	2BR-2Bath-Balcony	987	3.125%
60-8	2BR-2Bath-Balcony	987	3.125%
84-1	2BR-2Bath-Patio	987	3.125%
84-2	2BR-2Bath-Patio	987	3.125%
84-3	2BR-2Bath-Patio	987	3.125%
84-4	2BR-2Bath-Patio	987	3.125%
84-5	2BR-2Bath-Balcony	987	3.125%
84-6	2BR-2Bath-Balcony	987	3.125%
84-7	2BR-2Bath-Balcony	987	3.125%
84-8	2BR-2Bath-Balcony	987	3.125%
32			100.00%

1.3.4 Definition of Declarant. Whenever the term Declarant is used in this Declaration or in the By-Laws, it shall mean Hills Building & Construction Services No. 3, Inc.; provided, however, that if Hills Building & Construction Services No. 3, Inc. conveys all of its right, title and interest in and to the Condominium Property and Parcel 2 to a third party, such third party named as the grantee or assignee in the conveyance/assignment shall be deemed to be the Declarant as of the date when the conveyance/assignment is recorded in the Butler County, Ohio Recorder's office.

1.3.5 Community and Recreational Facilities. Declarant has constructed a swimming pool, clubhouse and a tennis court ("Recreational Facilities") on Parcel 2, which Recreational Facilities shall be made available for the use and enjoyment of the Unit owners, subject to the Rules and Regulations. Declarant may, but is not under any obligation to construct additional recreational facilities if Declarant determines to do so in its sole and absolute discretion. The Declarant is not required to submit the Recreational Facilities to the Declaration nor is it required to submit any additional recreational facilities that it may construct to this Declaration; however, any facilities so submitted shall become part of the Common Areas and Facilities.

Declarant hereby reserves an easement, for itself, its successors and assigns, to use any community or Recreational

Facilities located on the Condominium Property with the right of ingress and egress thereto. This easement may be assigned by the Declarant to any party who may now or hereafter own or occupy residential units on all or part of Parcel 2 in the event such units are not submitted to the Condominium, provided that (1) any such party benefitted by this easement shall be obligated to pay an assessment for such use; (2) any such party's Unit shall be subject to the lien rights of the Association to the same extent as Unit owners; (3) the Declarant's right to assign this easement shall expire on the sooner to occur of five (5) years after the date the Association is established or upon the date when the Declarant owns fewer than twenty-five percent (25%) of the maximum number of Units that could be submitted to the Declaration if all phases were fully developed; and (4) in no event shall more than one hundred twenty (120) families or family-sized groups ("Families") (including Families occupying Units on both Parcel 1 and Parcel 2) have the right to use such facilities, as of the date of such assignment, grant or transfer and provided, further, that no such assignment, grant or transfer shall be effective unless the Declarant has complied with the requirements of the last sentence of the last paragraph of this Section 1.3.5.

The Association shall be responsible for the payment of the percentage of all maintenance, repair, insurance, and reasonable contingencies and replacements and reserve expenses for such community or Recreational Facilities equal to the percentage of the total number of all assessable parties entitled to use any such facilities represented by Association members. The Association shall assess the Unit owners for such expenses as set forth in Article V hereof. To the extent that Declarant grants to parties other than the Unit owners and their respective family members, lessees, invitees and successors in interest the right to use any such community or Recreational Facilities, such other parties shall each pay to the Association an equal share of that percentage of those expenses not required to be paid by the Association members. All Unit owners and other parties who have the right to use any such community or Recreational Facilities shall pay their respective assessments as stated in this paragraph whether or not they actually use any such facilities, and the Association shall have all rights and remedies with respect to such assessments as it has with respect to other assessments against Unit owners. Declarant shall establish restrictions in connection with the conveyance or lease of any part of Parcel 2 to any party who does not thereby become a member of the Association and who becomes entitled to use such facilities providing that: (a) such party, his lessees,

successors and assigns, and the part of Parcel 2 thereby conveyed or leased, shall be subject to the same rules, regulations, assessments, and other provisions of this Declaration and the By-Laws, related to such use, and to the maintenance, repair and replacement of such facilities, as Unit owners, whether or not such party exercises such right of use; and (b) that a lien can be imposed on and enforced against the property being conveyed or leased if any such assessments are not paid when due in the same manner and to the same extent that such a lien could be imposed on and enforced against a member of the Association.

1.3.6 Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; except for the situation described in the next following paragraph, such a termination requires the unanimous affirmative vote of all Unit owners.

If any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners. No Unit may be partitioned or subdivided without the prior written consent of the first mortgagee on such Unit. No owner may sever his ownership in the Common Areas and Facilities which is appurtenant to his Unit.

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

1.3.7.1 Regulation by Association. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations or in any way that will adversely affect or cause any reduction in value of any other property owned by Declarant. Without in any manner intending to limit the generality of any other provisions of the Declaration or the By-Laws, and subject to the provisions of Articles II and IV of the Declaration, of Section 1.3.5 of this Article I, and to any other provisions of the Declaration and any exhibits thereto dealing with the Common Areas and Facilities, the Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted

lessees, guests, invitees, servants, heirs and assigns, as well as provide for the exclusive use by a Unit owner, members of his family, permitted lessees, invitees, servants, his guests, and his heirs and assigns of Limited Common Areas and Facilities. Such exclusive use may be conditioned upon, among other things, the payment by the Unit owner of such assessment as may be established by the Association for the purpose of defraying the costs thereof. Subject to the provisions of the Declaration, the By-Laws and the Rules and Regulations, all Unit owners may use the Common Areas and Facilities in such manner as will not restrict, interfere, or impede with the use thereof by the other owners.

1.3.7.2 Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, maintenance, repair, alteration and improvement of (i) the Common Areas and Facilities, and (ii) the exterior of all buildings, doors, window and door trim (except glass which is a part of a Unit and except garage doors which are a part of the Limited Common Areas reserved for the exclusive use of respective Units), and (iii) those parts of the Limited Common Areas and Facilities and Units which contribute to the support of any building excluding the interior wall, ceiling and floor surfaces shall be the responsibility of the Association. The Unit owner shall maintain any patio or balcony which is Limited Common Area for his or her Unit, subject to the Association's right to assume maintenance obligations for any or all of such Limited Common Areas. The Association shall fulfill this responsibility by entering into a management contract with a competent professional management company (the "Manager") to provide professional management and to provide for all of the services necessary to maintain the Common Areas and Facilities and all other property which is required to be maintained by the Association in a good state of repair. This includes such services as trash removal, lawn and private roadway maintenance and other services related to the Common Areas and Facilities. The management contract will have an initial term of one year, subject to the rights of either party to cancel the contract without payment of a termination fee upon giving the other party ninety (90) days prior written notice, and may be renewed by a vote of the Association.

If professional management has been required by any Eligible Mortgagee (as that term is defined in Section 8.1 of the By-Laws) or by any insurer or guarantor of an Eligible Mortgagee's mortgage ("Eligible Mortgage"), the Association may not assume self-management without the prior consent of Unit owners holding not less than sixty-seven percent (67%) of the total voting power in the Association and of Eligible Mortgagees holding first mortgages on Units having not less than fifty-one percent (51%) of the total voting power of all Units on which an Eligible Mortgage exists ("Required Fligible Mortgagee Vote").

ARTICLE II

General Provisions as to Units Common Areas and Facilities

2.1 Maintenance of Units and Common Areas and Facilities.

2.1.1 By The Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the Common Areas and Facilities and of those portions of each Unit and of the Limited Common Areas and Facilities which contribute to the support of the buildings, excluding, however, any surface of interior walls and of ceilings and floors of the Unit. The Association shall maintain, repair and replace all fire walls. In addition, the Association shall be responsible for the repair, replacement and painting of: (a) all roadways, driveways, and uncovered parking spaces; (b) the exterior of all buildings (including, but not limited to, the exterior brick facade), doors, window and door trim and other improvements which are a part of the Condominium Property, except glass which is a part of a Unit; and (c) the patios, balconies, storage closets, garages and parking spaces which are a part of the Limited Common Areas and Facilities. The Association shall also maintain, repair, and replace all conduits, ducts, utility pipes, plumbing, wiring, and other facilities that are a part of or located in, or for the furnishing of utility services to, the Common Areas and Facilities and which are not Limited Common Areas and Facilities reserved for the exclusive use of a single Unit, and all other property which is required to be maintained by the Association in a good state of repair. This includes such services as trash removal, lawn and private roadway maintenance and other services related to the Common Areas and Facilities.

The Association shall, as stated above, maintain the garages and all garage parking spaces; provided that Unit owners who purchase a garage space shall be required to pay a special garage maintenance assessment (the "Garage Assessment") which shall be based on such Unit owner's proportionate share of the budgeted expenses incurred by the Association to maintain the garages, plus an amount for a garage reserve fund, as computed by the Board.

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

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

2.1.2.2 To maintain, replace and repair all Limited Common Areas and Facilities reserved for the exclusive use of his Unit including, without limitation thereto, storage areas, chimneys, if any, dryer vents and garage doors, and all other associated structures and fixtures which are appurtenances to his Unit, excluding, however, the exterior and other painting, maintenance, replacement and repair to be done by the Association pursuant to Section 2.1.1 hereof and the other provisions of the Declaration. The foregoing responsibilities of each Unit owner include, without limitation thereto, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances except said excluded items.

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

2.1.2.4 Not to paint or otherwise decorate or change the exterior appearance of any doors, windows, door or window trim or of any patios, walls, balconies, or of any portion of the buildings or other improvements not within the walls of the Unit, unless the prior written consent of

the Association is obtained. Nothing may be hung or displayed on the outside of windows or walls or on the roof of a building other than directional signs concerning the use of the Common Areas and Facilities and other than the signs permitted as described above in this Section. No Unit owner may hang anything inside or outside his window which will show any color other than white or beige tones on the outside. No clothes, laundry or other articles shall be hung out or exposed on any part of the Common Areas and Facilities. All trash, garbage or other rubbish shall be deposited in covered sanitary containers placed by the Association in the Common Areas. No open fires other than charcoal grill fires or other similar cooking devices located within the Limited Common Areas and Facilities are permitted in any part of the Condominium Property.

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

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

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

willful misconduct or bad faith with insurance coverage which shall be paid for by the Association.

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

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

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

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

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together with the percentage interest in and to the Common Areas and Facilities.

2.6 Easements.

2.6.1 Encroachments. If, by reason of the construction, settlement or shifting of the buildings or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes, any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to the willful conduct of such owner.

2.6.2 Additional Easements. It is intended that the boundaries for each Unit are the underside of any interior finished surface and the top side of any interior unfinished surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to any such Unit. However, errors may have occurred in the actual placement of perimeter walls during the course of construction. Whenever improvements on the Condominium Property, including walls, are not precisely where they should be to create the boundary line intended, there shall be by virtue of the provisions hereof, all such easements as may be necessary or appropriate in order to place each party in the same position as

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though such improvements were precisely where they should be to create the boundary line intended. Further, and without limitation of the foregoing, the legal description of the Units concerned may be changed or amended, and each of the owners concerned shall without further consideration execute and deliver all such conveyances or other instruments as may be necessary or appropriate so as to place the boundary line concerned precisely where it should be, or, alternatively, each of the Unit owners concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate.

Every Unit and every part of the Common Areas and Facilities shall have an easement for lateral and subjacent support from every other Unit and all other parts of the Common Areas and Facilities.

2.6.3 Maintenance Easements. The owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the Condominium Property. Any damage or destruction of the Condominium Property resulting from the Association's utilization of such easement (including the easements set forth in Sections 2.6.4 and 2.6.5) shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the Association. The owner of each Unit shall have the permanent right and easement to and through the walls which are not a part of his Unit under Section 1.2 and through the Common Areas and Facilities for the use of water, sewer, electrical, and other utilities now or hereafter existing within the Common Areas and Facilities and such walls.

2.6.4 Easements for Certain Utilities. Each Unit will be burdened by an easement in favor of the Declarant and the Declarant's successors and assigns on, over, under, through and across the Condominium Property to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct, use and operate such pipes, conduits, wires, fixtures and appurtenances as are necessary or desirable to provide adequate systems for supply of electricity, water, gas, sewage, disposal, storm and surface water, drainage and disposal, telephone, lighting, communications and any other public utility facilities or quasi-public utility services to the Condominium Property and to Parcel 2; and each Unit owner hereby grants the Declarant and the Declarant's successors and assigns an irrevocable power of attorney to execute, acknowledge and record, for and in the name

of each Unit owner, such instruments as may be necessary to effectuate the foregoing. The Declarant may assign these easement rights to any public utility or quasi-public utility companies and any private cable communications system all in the sole and absolute discretion of the Declarant and as the Declarant may determine from time to time.

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

2.6.6 Easements over Parcel 2. Declarant has filed a declaration of driveway easement (the "Driveway Declaration") which grants to all Unit owners the nonexclusive right of ingress and egress on, over, and across the driveway located on Parcel 2, which driveway extends from State Route 48 to the Condominium Property (the "Driveway"). The Driveway Declaration requires that the Unit owners pay their proportionate share for the maintenance and repair of the Driveway as a common expense of the Association. The Driveway Declaration shall terminate automatically in the event all of Parcel 2 (or the part thereof upon which the Driveway is located) is subjected to the Declaration, and upon such subjection the Driveway shall become part of the Condominium Property.

2.6.7 Easements Reserved by Declarant. Declarant hereby reserves the easement for itself, its successors and assigns, to enter upon the Condominium Property to install, maintain, repair, replace, connect to, and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television, cable television, computer, and other utility and quasi-utility services to part or all of Parcel 1 and Parcel 2, and to enter upon the Condominium Property to the extent necessary to construct residential Units and/or other improvements on Parcel 2. Additionally, the Declarant hereby reserves for itself and its successors and assigns, easements on, over, under, through and across the Condominium Property with the right to convey any such easement to any public or quasi-public agency, authority or utility, for the benefit of Unit owners, which easements shall be for and include the right to construct, install, erect, place, locate,

relocate, maintain, repair, replace, reconstruct and use pathways, sidewalks, roadways, streets, tunnels, bridges and other accessory and appurtenant improvements for pedestrian and vehicular traffic, outdoor lighting systems and signage necessary and appropriate to illuminate, identify and provide directional information all for the benefit of the Condominium Property and Parcel 2.

In the event that at any time, and from time to time, the Declarant desires to relocate any such easements, the Unit owners and the Association shall, at the Declarant's request, execute, acknowledge, and deliver any and all deeds of easements and other instruments as may be reasonably requested by the Declarant, to convey or more particularly describe the easements or any relocations thereof reserved herein to the Declarant in accordance with survey descriptions prepared by, and at the expense of the Declarant. All easements provided for in the Declaration, the Condominium drawings or reserved in deeds to Units, shall be perpetual, appurtenant to the Units which they benefit and shall run with the land. All easements shall be nonexclusive unless otherwise determined by the Declarant. They shall be binding upon the Declarant, the Unit owners and the Association and all of their successors and assigns and the heirs, executors of any individuals and shall be deemed real covenants.

Declarant may assign, grant or otherwise transfer to any party now or hereafter having any interest in Parcel 2 the easement to use, maintain, repair and replace any of the items listed in the first paragraph of this Section 2.6.7 which now or hereafter serve or are located on Parcel 1 without the consent of any party having any interest in Parcel 1. However, any utilization of the foregoing rights and easements reserved shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

Declarant hereby reserves unto itself, its successors and assigns, for the benefit of any party now or hereafter having any interest in Parcel 2, a non-exclusive easement for ingress, egress, and parking over all roadways and parking areas in Parcel 1, subject to any Rules and Regulations promulgated by the

Association. Declarant hereby reserves unto itself and its successors and assigns, for so long as Declarant has an ownership interest in the Condominium Property, an easement to use any community or Recreational Facilities located on the Condominium Property with the right of ingress and egress thereto. This easement shall, without limitation, specifically allow Declarant to use the Clubhouse as a sales office. This easement to use any community or Recreational Facilities may be assigned by the Declarant to any party who may now or hereafter own or occupy residential units on all or part of Parcel 2 in the event such units are not submitted to the Condominium, provided that (1) any such party (excluding the Declarant and its successors and assigns) benefitted by this easement shall be obligated to pay an assessment for such use; (2) any such party's Unit shall be subject to the lien rights of the Association to the same extent as Unit owners; (3) this easement and the Declarant's right to assign this easement shall expire on the sooner to occur of five (5) years after the date of recording of this Declaration or upon the date when the Declarant owns fewer than twenty-five percent (25%) of the maximum number of units that could be submitted to the Condominium Property if all phases were fully developed; and (4) in no event shall more than one hundred twenty (120) families or family-sized groups have the right to use such facilities.

2.6.8 Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any owner, purchaser, mortgagee and other person now or hereafter having an interest in the Condominium Property, or any part or portion thereof, and their respective successors, assigns and heirs.

2.6.9 Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

ARTICLE III

Unit Owners' Association

3.1 Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called "Village at Hunters Glen Condominium Owners' Association, Inc." (hereinabove and hereinafter called the "Association"). Each Unit owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit owner shall be a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Managers and officers of the Association shall be elected or appointed as provided in the By-Laws and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by this Declaration upon the Association, except as otherwise specifically provided. If any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

3.2 Service of Process. The person to receive service of process for the Association until the President of the Association is a Unit owner shall be Louis Guttman, whose address is 95 Mallard Glen Drive, Centerville, Ohio 45459. After a new President is elected who is a Unit owner, his name and address (and that of each successor) shall be filed with the Secretary of State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

ARTICLE IV

Covenants and Restrictions as to Use and Occupancy

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Unit owner, his family members residing in or occupying his Unit, guests, invitees, tenants,

licensees, heirs, executors, administrators, successors and assigns.

4.1 Purpose of Property. Except as otherwise provided in this Declaration, no part of the Condominium Property shall be used for other than housing and the common recreational purposes for which the property was designed, and each Unit shall be used only for residential purposes, unless the Board of Managers authorizes some other use. No more than four (4) persons may occupy any Unit as a residence at any one time. Except for the construction, sales and management activities of the Declarant, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Condominium Property unless permitted by the Board of Managers. To the extent permitted by law, an owner may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of said owner's Unit.

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

4.3 Parking. Operative vehicles used by a resident of a Unit as a primary source of transportation may be parked in the parking spaces or in any garage space that Unit owner may purchase. The Association may, by its Rules and Regulations, restrict the number of operative vehicles per Unit which may park in the unassigned parking spaces, provided that each Unit shall at a minimum be allowed to park two vehicles on the Condominium Property.

Except for vehicles being used by persons providing services to the Declarant, the Association, the Unit owners or otherwise used or authorized to be used at the Condominium Property by the Declarant, no part of the Condominium Property may be used for the parking of any trailer coaches, house trailers, mobile homes, automobile trailers, camp cars, recreational vehicles, campers, trucks, boats, boat trailers or any other similar vehicles (collectively "Special Vehicles") unless such Special Vehicles

are parked in a garage of a Unit owner and the garage door is completely closed at all times when a Special Vehicle is parked there.

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

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

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

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

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

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

4.10 Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with the Rules and Regulations. However, baby carriages, bicycles and other personal property may be stored in such areas as may be designated for the purpose by the Board of Managers of the Association, and the Limited Common Areas and Facilities may be used in any way that is not in violation of the provisions of the Declaration other than this paragraph, or the provisions of the By-Laws and of the Rules and Regulations.

4.11 Prohibited Activities. Except as otherwise provided in this Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property. No "For Sale" or "For Rent" sign may be placed on any part of the Condominium Property other than such signs placed by the Declarant or its agent on any unsold or unoccupied Units; signs placed by the Association or a Mortgagee who has acquired title to a Unit either by a deed in lieu of foreclosure or at a foreclosure sale for the purpose of

facilitating the disposal of a Unit; and signs, preapproved by the Board, placed by a Unit owner on his Limited Common Area or on another area of the Condominium Property preapproved by the Board for the purpose of facilitating the sale or rental of a Unit. The Board may preapprove certain "For Sale" or "For Rent" signs and may otherwise govern the placement of these signs through the Rules and Regulations. No other window displays or advertising shall be maintained or permitted on any part of the Condominium Property. No other sign which is visible from the outside of Units may be placed on any part of the Condominium Property except as expressly permitted by the Association. The right is reserved by the Declarant to use any such Units or other structures on the Condominium Property as models and/or offices in connection with the construction, sale or rental of Units. The Declarant also may conduct promotional activities on the Condominium Property, including, without limitation thereto, the use of any community or recreational facilities for such promotional purposes.

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

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

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

4.15 Compliance with Covenants, Conditions and Restrictions. Every Unit owner and other party described in the first paragraph of this Article IV shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws and with the Rules and Regulations in relation to the use and operation of the Condominium Property. A violation committed by any persons residing in, occupying or visiting a Unit at the behest or with the implied or express permission of the Unit owner or any other occupant of the Unit, or committed by any agent, employee, business invitee, or contractor of the Unit owner or of any person occupying a Unit, shall be attributed to that Unit and the owner thereof. Failure to comply with any of such covenants, conditions and/or restrictions shall be grounds for withdrawal by the Board of Managers of privileges with respect to the use of any recreational facilities by any defaulting Unit owner and by his tenants, invitees, guests and all members of his family and/or his tenant's family. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by any interested party against the Declarant or any of its agents, any Unit owner, or any person who has a right to occupy a Unit who has caused or may cause damage by his failure to comply or his threat not to comply with any provisions of this Declaration, the By-Laws, the Rules and Regulations, any management contract or any other document establishing ownership or control over any part of the Condominium Property. One or more Unit owners may bring a class action on behalf of all Unit owners. The lawful provisions of any of the instruments described above may, if necessary to carry out their purposes, be enforced against all or any part of the Condominium Property or against any party previously or currently owning any interest in the Condominium Property.

In addition to the above rights, the Board of Managers may also enter upon a Unit or any land to perform maintenance or make repairs thereon which is the responsibility of a Unit owner who has failed to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days prior notice or (ii) without giving notice in the event of an emergency.

Any fines imposed by the Board of Managers, which is hereby empowered to levy reasonable fines against any Unit owner for the failure of such Unit owner to comply with any such covenants, conditions and/or restrictions, and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorney's fees to the extent permitted by Ohio law, may be levied as a special assessment against the owner in question and his Unit.

Any action brought by the Association hereunder may be brought in its own name, in the name of its Board of Managers or in the name of its managing agent. In any case of flagrant or repeated violation by a Unit owner, he may be required by the Board of Managers to give sufficient surety or suretics for his future compliance with the covenants, conditions and restrictions contained in this Declaration and with the By-Laws and Rules and Regulations.

ARTICLE V

Assessments

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

5.2 Assessment at Closing. At the closing on the purchase of a Unit, the purchaser is required to pay a sum equal to two full months of the initial condominium assessments due on his Unit as his initial contribution to the working capital of the Association. This amount will be used by the Association for its operating expenses. It is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, at the closing, each purchaser of a Unit is required to pay a pro-rata share of the condominium assessments due in the month of closing.

5.3 Water and Sewer. The water and sewer usage for all of the Condominium Property is measured by common water meters. Therefore, bills for water and sewer usage will be rendered to the Association and not directly to Unit owners, and shall be a "common expense" as that term is used in Chapter 5311 of the Ohio Revised Code. The Association will bill each Unit owner for water and sewer charges based on his Unit's percentage of

interest in Common Areas and Facilities even though this may not be an accurate measurement of actual usage of one Unit owner as compared with other Unit owners. This may result in some advantage for heavy users of water at the expense of lighter users, but the Association has no way of measuring actual individual use.

5.4 Division of Common Surplus and Common Expenses. The proportionate share of the separate owners of the respective Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the percentage ownership of Common Areas. Such proportionate share of surplus and expenses of each Unit owner shall be in accordance with the percentages set forth in Section 1.3.3 hereof, and shall be distributed or expensed in accordance with Section 5 of the By-Laws.

5.5 Late Charges. The Association may impose a charge against any Unit owner who fails to pay any amount assessed by the Association against his Unit within ten (10) days after such assessments are due and payable and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessment in such an amount as may be determined by the Board of Managers from time to time, which charge shall not exceed twenty percent (20%) of the delinquent amount. Additionally, if a Unit owner shall be in default in payment of an installment upon an assessment or of a single monthly assessment, the Board of Managers has the right to accelerate all monthly Assessments remaining due in the then current calendar year. The total of such assessments, together with the delinquent Assessments shall then be due and payable by the owner no later than ten (10) days after the delivery of written notice of such acceleration to the owner or twenty (20) days after mailing of such notice to him by certified mail, whichever occurs first. If such accelerated amount is not paid by the due date, the above-described late charge may be imposed on the part of such accelerated amount not paid by the due date.

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

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

5.8 Priority of Association's Lien. The lien provided for in Section 5.7 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record. The lien provided for in Section 5.7 may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Unit affected shall be required to pay all the Association's expenses incurred in connection with such foreclosure action, including without limitation, attorney's fees to the extent permitted by law, and a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

5.9 Dispute as to Common Expenses. If an owner believes that an amount has been improperly charged as an assessment lien against his Unit, he may bring an action under Section 5311.18(C) of the Ohio Revised Code in the Common Pleas Court of Montgomery County, Ohio seeking a discharge of that lien.

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

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

5.12 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, any prospective grantee or his first mortgagee shall inform the Board of Managers in writing of such contemplated conveyance and such prospective grantee or first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent assessments, but such delinquent assessments, along with interest, late charges, costs and reasonable attorney's fees shall be a lien against the Unit in accordance with Section 5.7 herein.

ARTICLE VI

Insurance

6.1 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all owners and mortgagees insurance on all buildings (excluding insurance on Improvements as that term is defined below), structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by vandalism,

malicious mischief, windstorm, sprinkler leakage (if applicable) fire, lightning, cost of debris removal and such perils as are at this time comprehended within the "all risk" form of fire insurance policy with extended coverage. The policy shall be in an amount not less than one hundred percent (100%) of the then current replacement cost thereof exclusive of the cost of the land, foundations, footings, excavation, and architect's fees, without deduction for depreciation, but inclusive of the cost of the following improvements and betterments (hereinabove and hereinafter "Improvements") to any Unit, added by the Declarant: wall coverings; light fixtures; refrigerator, range, dishwasher and other appliances; and any partitioning, trim, drywall, or other improvements or betterments. The policy shall have cost of demolition, water damage (excluding floods, backing up of sewers and drains, the running off of surface water, and the overflow of a body of water), and agreed amount endorsements and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement cost thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause, a severability of interest endorsement or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge and control of the Association prior to the occurrence of the loss. Such policy shall not provide coverage for any items of personal property installed by or for any Unit owner.

Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice to the Association and to any mortgagee or mortgagees of any Unit not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage.

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

All policies purchased under this Section 6.1 shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

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

If the required insurance coverage under this Section 6.1 ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the

Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of this obligation shall be secured by a special assessment against all Unit owners under Article V of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

6.2 Public Liability Insurance. The Association shall insure itself, the Board of Managers and all Unit owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities (excluding Limited Common Areas and Facilities) and for liability arising out of any litigation related to any employment contracts involving the Association as employer. Such insurance shall afford protection to a limit of not less than Three Hundred Thousand Dollars ($300,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars ($1,000,000) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars ($100,000) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall contain either the waiver, endorsement or provision described in the next to last sentence of the first paragraph of Section 6.1 above. Such policy shall require written notice to the Association and to any mortgagee of any Unit not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities. Each Unit owner shall, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his Unit and Limited Common Areas and Facilities reserved for the exclusive use of his Unit.

6.3 Insurance Proceeds and Premiums. The Association shall receive, hold and properly dispose of the proceeds of all insurance policies acquired by it in trust for the Unit owners and their respective first mortgagees, as their interests may appear. Insurance premiums for the policies referred to in Sections 6.1 and 6.2 (other than policies purchased by Unit owners) and for such other insurance policies as the Board of

Managers of the Association shall determine from time to time to be desirable, together with such deductibles on any losses as are determined by the Board to be properly chargeable to the Association, shall be a common expense.

ARTICLE VII

Damage or Destruction and Restoration of Buildings

7.1 Sufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association in accordance with the original plans and specifications unless other plans and specifications are approved by Unit owners holding not less than seventy-five percent (75%) of the total voting power in the Association and by the Required Eligible Mortgagee Vote. The insurance proceeds shall be applied by the Association in payment for the repair, restoration or reconstruction as hereinafter provided. If within thirty (30) days after such damage or destruction, the Unit owners, if they are entitled to do so pursuant to Section 7.4, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

7.2 Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section 7.4, elect to sell or to withdraw the property from the provisions of this Declaration, or unless the repair is the obligation of a particular Unit owner under Section 2.2 hereof, such repair, restoration or reconstruction of the Units so damaged or destroyed and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall

be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities, all in accordance with the provisions of Section 7.3. Should any Unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner. Such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

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

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

Each Unit owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under the insurance policies referred to Sections 6.1 and 6.2 of this Declaration other than those purchased by such owner.

7.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of fifty percent (50%) or more of the Units, the Unit owners, by affirmative vote of not less than seventy-five percent (75%) of the total voting power in the Association may elect not to repair or restore such

damage or destruction provided that the Required Eligible Mortgagee Vote also voted not to repair or restore such damage or destruction. Immediately after such election, all of the Condominium Property shall be offered for sale to the Declarant by written notice to the Declarant so long as Declarant owns either at least one Unit in the Condominium Property or some interest in Parcel 2. Declarant shall have thirty (30) days after its receipt of such notice to make an offer to the Unit owners for the purchase of the Condominium Property by sending such offer in writing to the President of the Association.

If the Unit owners and the Declarant cannot agree on the purchase price for the Condominium Property, the Association (acting on behalf of the Unit owners) and the Declarant shall each appoint a qualified real estate appraiser to act as arbitrators not more than ten (10) days after the Declarant's offer is received by the President of the Association. Said two (2) arbitrators shall select a third arbitrator not more than five (5) days after their appointment, and the three (3) arbitrators shall notify the Association and the Declarant in writing not more than thirty (30) days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property. The determination of fair market value shall be evidenced by a written statement of value signed by no less than two (2) of the three (3) arbitrators.

Declarant shall notify the President of the Association in writing not more than ten (10) days after its receipt of the arbitrators' determination whether or not it elects to buy the Condominium Property at the fair market value determined by the arbitrators. If the Declarant does not elect to buy the Condominium Property, the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit owner. If the Declarant elects to buy the Condominium Property, all of the Unit owners shall convey the Condominium Property by general warranty deed or deeds subject only to the provisions of the Declaration, By-Laws, Chapter 5311 of the Ohio Revised Code, easements and restrictions of record and real estate taxes and assessments not yet due and payable upon payment by certified check payable to the President of the Association, as trustee for all of the Unit owners, of said fair market value less the auditor's transfer fee and less the Unit owners' pro-rata share of real estate taxes and assessments on the Condominium Property in accordance with the then prevailing custom in Montgomery

County, Ohio. The closing of such conveyance shall take place not more than sixty (60) days after the Declarant gives the President of the Association its written election to buy at a date, time and place designated by the Declarant.

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

In the event of any such sale to the Declarant, and notwithstanding provisions above to the effect that the conveyance shall be subject only to the provisions of the Declaration, By-Laws, Chapter 5311 of the Ohio Revised Code, easements and restrictions, and certain taxes and assessments, to the extent, if any, that the first mortgage on any Unit is not paid from such proceeds, such first mortgage will remain in effect against such Unit.

ARTICLE VIII

Rehabilitation and Subsequent Improvements

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

ARTICLE IX

Merger with Successor Condominium

The Association, by the affirmative vote of Unit owners entitled to exercise not less than seventy-five percent (75%) of

the voting power, may elect to consolidate or merge with a successor condominium regime; provided however that the provisions of Section 12.2 herein are complied with and provided further that any governmental agency such as the Veteran's Administration which insures loans on condominium Units, and which has previously given project approval of the Condominium regime, provides its written consent to such consolidation or merger with a successor condominium.

ARTICLE X

Removal from Condominium Ownership

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

ARTICLE XI

Additions to Condominium Property

The Declarant has reserved the right under the Declaration for itself and for its successors and assigns to add to the Condominium at any time prior to the date which is seven (7) years from the date of recording of the Declaration, renewable for an additional seven-year period with the consent of the majority of Unit owners other than the Declarant, additional residential Units and other improvements that may be built and/or

improved on additional parcels designated in the Declaration as Parcel 2. The Declarant has no obligation to add any land, additional residential Units, or other improvements to the Condominium. If the Declarant decides to add such Units in the future, the Units will be substantially similar to those initially constructed in the Condominium. If the Declarant submits additional residential Units, the total number of residential Units that could be included in the Condominium if all of Parcel 2 were fully developed and added to the Condominium with the existing Units is one hundred twenty (120) Units. After completion of any such construction, Declarant may submit any part or all of Parcel 2 together with all such structures and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit owners to the provisions of this Declaration and of Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property. Declarant's right to designate Limited Common Areas and Facilities on any part of Parcel 2 shall be restricted to the same types of designations made in the same way as described in Section 1.3.2. Declarant hereby reserves the right to determine which parts, if any, of Parcel 2 to submit and to determine when, if ever, so to submit within the time period hereinafter described. There are no limitations on the boundaries or legal descriptions for any parts of the undeclared tract which could be added to the Condominium Property, except that not more than twelve (12) Units per acre may be constructed on any part of Parcel 2 added to the Condominium Property nor are there any limitations in the order in which any such parts may be submitted to the Declaration. The Developer may add residential Units, the Common Areas and Facilities appurtenant thereto, recreational facilities, additional garages and other improvements to the Condominium if the Declarant determines to do so in its sole and absolute discretion. In addition, only zoning regulations could restrict the location or type of improvements that could be constructed on the undeclared tract if the Declarant elects not to submit such land to the Declaration. No Units used for anything other than residential purposes (except Units used temporarily by the Declarant as models, sale offices, construction offices, or for storage or construction purposes) may be constructed on any part of Parcel 2, which may be submitted to the Declaration.

The conveyance of the Declarant's entire interest in the Condominium Property and Parcel 2 shall be deemed to be an assignment of all the Declarant's rights under the Declaration unless a contrary intention is expressly stated in the instrument of conveyance.

Subject to the restrictions provided in the preceding paragraphs, Declarant hereby reserves the right at any time within a period of seven (7) years commencing on the date this Declaration is filed for record, renewable for an additional seven (7) year period with the consent of a majority of Unit owners other than the Declarant (the "Development Period"), to submit all or any part of Parcel 2 together with all buildings and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit owners to the provisions of the Declaration and of Chapter 5311 of the Ohio Revised Code. Any Units so added shall be substantially similar to the Units which are a part of Parcel 1. Declarant further hereby reserves the right, in the event it makes any such submissions, to amend this Declaration in the manner provided in this paragraph in such respects as Declarant may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration (a) to include all or any part of Parcel 2 together with all buildings and other improvements constructed thereon as part of the Condominium Property; (b) to include in this Declaration descriptions of all buildings and other improvements constructed on all or any part of Parcel 2 being added to the Condominium Property and to add drawings thereof to Exhibit C hereto; (c) to provide that the owners of Units in the portion of Parcel 2 being added will have an interest in the Common Areas and Facilities; (d) to make designations of Limited Common Areas and Facilities on that portion of Parcel 2 being thus added in the manner described in Section 1.3.2 hereof; and (e) to amend Section 1.3.3 hereof to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, based on the Declarant's determination of the par value of all Units, which determination shall be computed on the basis set forth in Section 1.3.3 hereof, shall be the same for Units originally submitted by this Declaration and for Units submitted by the addition of additional property under this

Article XI, and shall uniformly reallocate the interests of Units previously submitted when additional property is added under this Article XI. This determination shall be conclusive and binding on all Unit owners. This Declaration may be amended for the purposes of adding to the Condominium Property as described above, upon the filing for record with the Recorder of Montgomery County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Declarant and by all owners and lessees of any property then being added with the same formalities as this instrument. The instrument including such amendments must refer to the volume and page number under which the initial page of this Declaration and its attached exhibits are recorded. No consent of any Unit owner other than Declarant shall be required for the amendments described above to be effective.

ARTICLE XII

Amendment of Declaration and By-Laws

12.1 Reservation of Right by Declarant to Make Amendments Other Than Additions to Condominium Property. The Declarant hereby reserves the right to amend this Declaration at any time in the Development Period in any way necessary to correct clerical or typographical errors in the Declaration, Drawings or By-Laws; to make nominal changes in those documents; to clarify Declarant's original intent; to make any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, the Veteran's Administration, F.H.A., or any other agency which insures loans on condominium Units; to add fences, landscaping, concrete slabs or paved areas, recreational facilities, carports and/or garages to the Condominium Property; or to make changes in any previously declared but unsold Unit to assist Declarant in its marketing of such Unit, provided that no such amendments shall materially decrease the value or size of such Unit. No amendments described in the immediately preceding sentence shall change any owner's percentage of interest in the Common Areas and Facilities as provided in Section 1.3.3 herein or the method of determining that interest, or adversely affect any Unit owner's rights unless such owner or owners and such owner's first mortgagees have

consented thereto in writing. Each Unit owner and his mortgagee, by acceptance of a deed to Unit or a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately following paragraph. All such Unit owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

Each Unit owner and his respective mortgagee, by acceptance of a deed conveying the Unit to him or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoints Declarant his and its proxy and Attorney-in-Fact, coupled with an interest in real property, and authorizes, directs and empowers such Attorney, at the option of the Attorney, in the event that the Declarant exercises any of the rights reserved in the immediately preceding paragraph, to vote for, execute, acknowledge and record for and in the name of such Unit owner an amendment or amendments to this Declaration for such purposes, and for and in the name of such respective mortgagees, to execute, acknowledge and record a consent to such amendment or amendments without coming back to the Unit owner for his consent at the time of such amendment, other than amendments adversely affecting such owners or mortgagees rights or changing such owners percentage of interest in the Common Areas and Facilities or the method of determining that interest.

This Declaration may be amended for any of the purposes stated in the first paragraph of this Section 12.1 upon the filing for record with the Recorder of Montgomery County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended. This instrument shall have been duly executed by the Declarant acting as a Unit owner (if it still owns at least one Unit at that time), as Declarant and as Attorney-in-Fact for the other Unit owners and their mortgagees as above provided.

Any instrument including any amendments described in this Section 12.1 must be executed with the same formalities as this instrument and must refer to the volume and page number under which the initial page of this Declaration is recorded. Except as otherwise required by the above or other provisions of this Declaration or by Chapter 5311 of the Ohio Revised Code, no

consent of any Unit owner other than Declarant shall be required for the amendments described in this Section 12.1 to be effective.

12.2 Other Amendments. Except as otherwise provided in this Declaration and/or in the By-Laws, this Declaration and the By-Laws may be amended for purposes other than those described in Article XI and in Section 12.1 upon the filing for record with the Recorder of Montgomery County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed by the President of the Association with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain an affidavit by the President of the Association stating that Unit owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association have approved the amendment.

No amendment to the Declaration, By-Laws, Rules or Regulations having the effect of: (a) directly or indirectly altering the exterior appearance of any part of the Condominium Property; (b) reducing or discontinuing any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board of Managers; (c) adversely affecting the Developer's sale or leasing of any Units; or (d) otherwise adversely affecting the Declarant, any of its rights, or any Unit owned by it, shall have any effect, however, upon Declarant, so long as it owns at least one Unit or upon a bona fide first mortgagee or upon any of their respective rights until the written consent of Declarant and/or such mortgagee to such amendment has been secured; provided, however, that no such mortgagee's consent shall be required for any amendment made pursuant to Article XI or Article XII hereof. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent or non-consent of Declarant and as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Declarant refuses to consent to an amendment to the Declaration and/or the By-Laws, or if less than all mortgagees consent to such amendment, such amendment or modification shall nevertheless be valid among the Unit owners, inter sese, provided that the rights of the Declarant or of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or in the

By-Laws may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code in effect on the date of recording of this Declaration or of such amendment.

ARTICLE XIII

Remedies for Breach of Covenants and Regulations

13.1 Abatement, Enjoinment and Restrictions on Leasing. The violation of any restriction, rule, condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board of Managers the right, in addition to the other rights stated in this Declaration, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that exists thereon contrary to the intent and meaning of the provisions of this Declaration and/or of the By-Laws or Rules and Regulations of the Association, and the Board of Manager, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to prohibit any new leasing of Units by the party to whom the violation or breach is attributed until such violation or breach is cured.

13.2 Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, of the By-Laws or of the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of the said defaulting owner to continue as a Unit owner and to continue to occupy, use or control his Unit. Thereupon an action in equity may be filed in the Common Pleas Court of Montgomery County, Ohio, by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the Unit owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit owned by the defaulting owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring

the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, to the By-Laws and to all then existing Rules and Regulations.

ARTICLE XIV

Eminent Domain; Obsolescence

If all or any part of any Unit or of the Common Areas and Facilities shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Unit owner and mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the Unit owners and among any mortgagees entitled thereto pursuant to the terms of their mortgages in proportion to each Unit owner's interest in the Common Areas and Facilities. Any reallocation of percentages of interest in the Common Areas and Facilities after a partial taking hereunder or after a partial destruction under Section 7.2 hereof shall be effected by an amendment to this Declaration which shall require the approval of all Unit owners affected by the reallocation and of such owners Eligible Mortgagees (if any) holding not less than fifty-one (51%) of the total voting power

of all such affected Units having an Eligible Mortgage before it can be certified by the President of the Association as described in Section 11.2 hereof and recorded.

ARTICLE XV

Miscellaneous Provisions

15.1 Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and by all Exhibits hereto. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such party in like manner as though the provisions of the Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance or other instrument creating such interest or estate.

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

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

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

15.5 Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision under Ohio law or contained herein, the Association shall not without the prior written consent of at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned per Unit) of the Units or of the individual Unit owners (other than Declarant), be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium Property;

(b) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;

(c) partition or subdivide any Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause.);

(e) use hazard insurance proceeds for losses to any part of the Condominium Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided in Section 7.4 of this Declaration in case of substantial damage to the Units and/or Common Areas and Facilities of the Condominium Property.

15.6 Except as otherwise provided in this Declaration or under the provisions of Chapter 5311 of the Ohio Revised Code, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it or to them by or pursuant to this

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

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

exhibits hereto and/or with the Rules and Regulations, the aforementioned Unit owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit, the Association, as agent of the owner, may take such action as it deems appropriate to accomplish the removal of such user. All such action by the Association shall be at the cost and expense of the Unit owner, and it shall reimburse the Association therefor upon demand, together with such attorneys fees, court costs and other expenses as the Association may incur in the removal.

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

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

15.10 Words of any gender used in this Declaration shall be held and construed to include any other gender; any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 10th day of December, 1989.

Signed and Acknowledged
In The Presence Of:

HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC.
an Ohio corporation

BY: Stephen Guttman, Pres.
Stephen Guttman, President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 1st day of November, 1989, by Stephen Guttman, President of Hills Building & Construction Services No. 3, Inc., an Ohio corporation, on behalf of the corporation.

Vivian M. Raby
Notary Public

VIVIAN M. RABY, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O. R. C.

This instrument prepared by:

Vivian M. Raby, Esq.
Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

REINKE ASSOCIATES

ENGINEERING/LAND PLANNING/SURVEYING

November 7, 1989
Revised November 9, 1989

THE VILLAGE AT HUNTERS GLEN
CONDOMINIUM - PHASE ONE
EXHIBIT "A" 4.5616 ACRES
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

Situate in Section 30, Town 3, Range 5, MRS, City of Centerville, Montgomery County, State of Ohio, described as follows;

Beginning at the southwest corner of land conveyed to the City of Centerville by deed recorded on Microfiche #89-0370-A01, in the Deed Records of Montgomery County, Ohio, said point being in the South line of land conveyed to Hills Building and Construction Services, No. 3, Inc. by deed recorded on Microfiche #89-0149-E05, said point being also the North line of land conveyed to Revere Equities Limited Partnership, a New Jersey Limited Partnership, by deed recorded on Microfiche #86-006-A09, in the Deed Records of Montgomery County, Ohio.

thence westwardly with the South line of said Hills land and the North line of said Revere Equities land, South 85 deg. 01 min. 40 sec. West, a distance of 496.06 feet;

thence northwardly, North 04 deg. 58 min. 20 sec. West, a distance of 289.99 feet;

thence northeastwardly on a curve to the left with a radius of 178.00 feet for an arc distance of 166.61 feet (chord bears, North 64 deg. 45 min. 50 sec. East, a chord distance of 160.59 feet);

thence, North 37 deg. 57 min. 00 sec. East, a distance of 86.16 feet;

thence on a curve to the right with the radius of 142.00 feet for an arc distance of 187.37 feet, (chord bears, North 75 deg. 45 min. 07 sec. East, a chord distance of 174.07 feet) to a point of reverse curvature;

thence on a curve to the left with a radius of 128.00 feet for an arc distance of 20.98 feet, (chord bears, South 71 deg. 08 min. 33 sec. East, a chord distance of 20.96 feet);

DEED 89-0632 C12

1948 East Whipp Road/Kettering, OH 45440/(513) 434-4810

thence, South 77 deg. 52 min. 15 sec. East, a distance of 86.92 feet;

thence on a curve to the left with a radius of 165.00 feet for an arc distance of 28.80 feet (chord bears, South 85 deg. 07 min. 41 sec. East, a chord distance of 28.76 feet;

thence, North 89 deg. 52 min. 20 sec. East, a distance of 18.00 feet to the East line of the remaining land conveyed to said Hills Building and Construction Services, No. 3, Inc. and the West line of said City of Centerville Land;

thence southwardly on the East line of said remaining Hills land and the West line of said City of Centerville land, South 00 deg. 07 min. 40 sec. East, a distance of 397.72 feet to the Point of Beginning containing 4.5616 acres more or less, subject however, to all legal highways, easements, and restrictions of record.

REINKE & ASSOCIATES ENGINEERING/LAND PLANNING/SURVEYING
1948 East Whipp Road/Kettering, OH 45440/(513) 434-4810

REINKE ASSOCIATES

ENGINEERING/LAND PLANNING/SURVEYING

November 7, 1989

THE VILLAGE AT HUNTERS GLEN
CONDOMINIUM
EXHIBIT "B" - EXPANSION PROPERTY
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

Situate in Section 30, Town 3, Range 5, MRS, City of Centerville, Montgomery County, State of Ohio, described as follows;

Beginning at a point in the South line of land conveyed to Hills Building and Construction Services, No. 3, Inc. by deed recorded on Microfiche #89-0149-E05 said point being also in the North line of land conveyed to Revere Equities Limited Partnership, a New Jersey Limited Partnership by deed recorded on Microfiche #86-006-A09, in the Deed Records of Montgomery County, Ohio said point being located, South 85 deg. 01 min. 40 sec. West, a distance of 496.06 feet from the southwest corner of land conveyed to the City of Centerville by deed recorded on Microfiche #89-0370-A01 in the Deed Records of Montgomery County, Ohio as measured along the South line of said Hills Building and Construction Services, No. 3, Inc. and the North line of said Revere Equities Limited Partnership land;

thence westwardly continuing with the South line of said Hills land and the North line of said Revere Equities land, South 85 deg. 01 min. 40 sec. West, a distance of 667.72 feet to the southwest corner of said Hills land and the southeast corner of land conveyed to the City of Centerville by deed recorded on Microfiche #89-0098-C04 in the Deed Records of Montgomery County, Ohio;

thence northwardly with the East line of said last mentioned City of Centerville land, North 00 deg. 30 min. 30 sec. West, a distance of 879.94 feet to the northeast corner of said last mentioned City of Centerville land, said point being also the southwest corner of Lot #289 of Son Development Company, Plat Number 3, Section Two, as recorded in Plat Book ZZ, Page 69 and 70, in the Plat Records of Montgomery County, Ohio;

thence eastwardly with the North line of said Hills land and the South line of said Son Development Company, Plat Number 3, Section Two, North 85 deg. 26 min. 10 sec. East, a distance of 609.16 feet to the northwest corner of land conveyed to Jack Fritzsche, Trustee, by deed recorded on Microfiche #82-404-A05, in the Deed Records of Montgomery County, Ohio;

DEED 89-0632 D02

1948 East Whipp Road/Kettering, OH 45440/(513) 434-4810

thence southwardly with the East line of said Hills land and the West line of said Fritzsche land, South 00 deg. 07 min. 40 sec. East, a distance of 330.00 feet to the southwest corner of said Fritzsche land;

thence eastwardly with the South land of said Fritzsche land and the North line of said Hills land, North 85 deg. 26 min. 10 sec. East, a distance of 559.82 feet to the northwest corner of said City of Centerville land (Microfiche #89-0370-A01);

thence southwardly with the East line of said Hills remaining land and the West line of said last mentioned City of Centerville land, South 00 deg. 07 min. 40 sec. East, a distance of 87.35 feet;

thence, South 89 deg. 52 min. 20 sec. West, a distance of 100.00 feet;

thence on a curve to the right with a radius of 88.00 feet for an arc distance of 36.37 feet (chord bears, North 78 deg. 17 min. 13 sec. West, a chord distance of 36.11 feet to a point of compound curvature);

thence on a curve to the left with a radius of 182.00 feet for an arc distance of 240.16 feet (chord bears, South 75 deg. 45 min. 07 sec. West, a chord distance of 223.11 feet);

thence, South 37 deg. 57 min. 00 sec. West, a distance of 86.16 feet;

thence on a curve to the right with a radius of 138.00 feet for an arc distance of 278.51 feet (chord bears, North 84 deg. 13 min. 59 sec. West, a chord distance of 233.59 feet to a point of compound curvature);

thence on a curve to the right with a radius of 98.00 feet for an arc distance of 112.17 feet (chord bears, North 06 deg. 22 min. 31 sec. East, a chord distance of 106.15 feet);

thence North 39 deg. 10 min. 00 sec. East, a distance of 40.67 feet;

thence, North 50 deg. 50 min. 00 sec. West, a distance of 40.00 feet;

REINKE ASSOCIATES ENGINEERING/LAND PLANNING/SURVEYING
1948 East Whipp Road/Kettering, OH 45440/(513) 434-4810

thence, South 39 deg. 10 min. 00 sec. West, a distance of 40.67 feet;

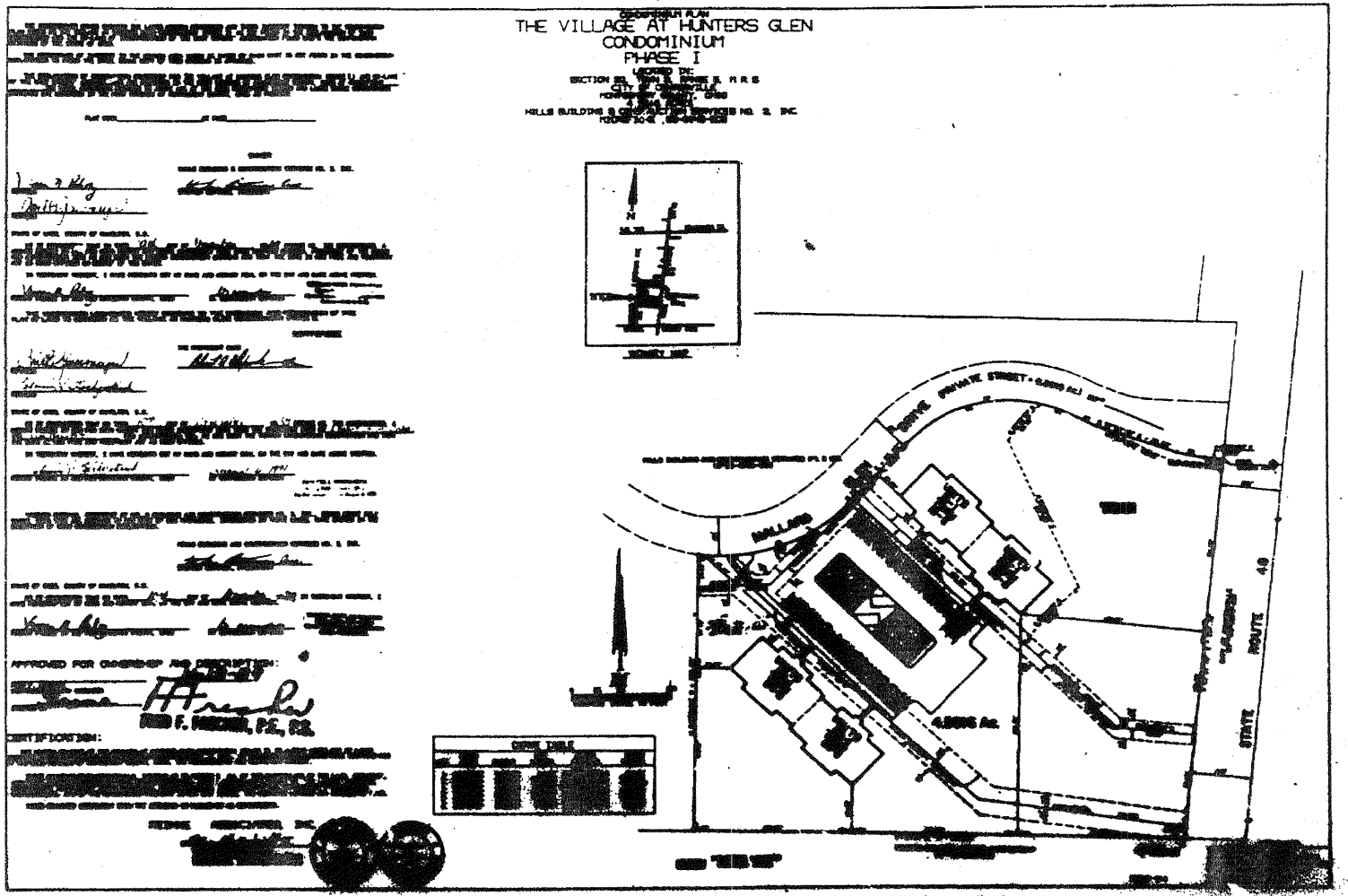
thence on a curve to the left with a radius of 138.00 feet for an arc distance of 157.96 feet (chord bears, South 06 deg. 22 min. 31 sec. West, a chord distance of 149.48 feet to a point of compound curvature;

thence continuing on a curve to the left with a radius of 178.00 feet for an arc distance of 192.63 feet (chord bears, South 57 deg. 25 min. 09 sec. East, a chord distance of 183.37 feet);

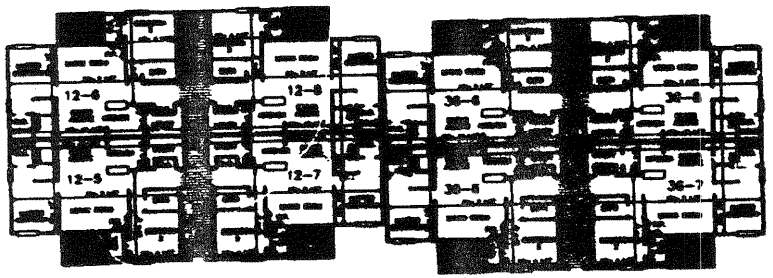
thence South 04 deg. 56 min. 20 sec. East, a distance of 289.99 feet to the Point of Beginning Containing 13.7040 acres more or less, subject however, to all easements and restrictions of record.

REINKE ASSOCIATES ENGINEERING/LAND PLANNING/SURVEYING
1948 East Whipp Road/Kettering, OH 45440/(513) 434-4810

DEED 89-0632 D05

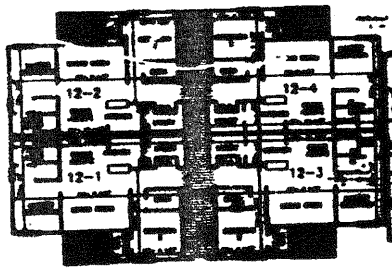


DEED 89-0632 D06



SECOND FLOOR

SECOND FLOOR



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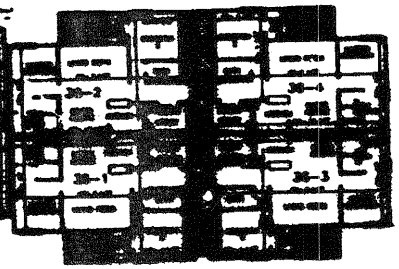

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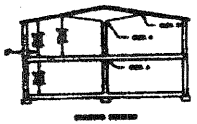
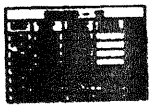
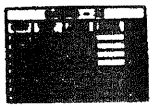
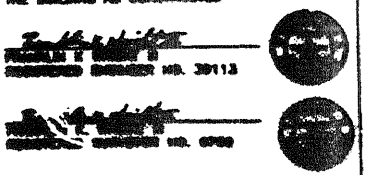






THE UNDERSIGNED HEREBY CERTIFIES THAT THE WORK SHOWN ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED



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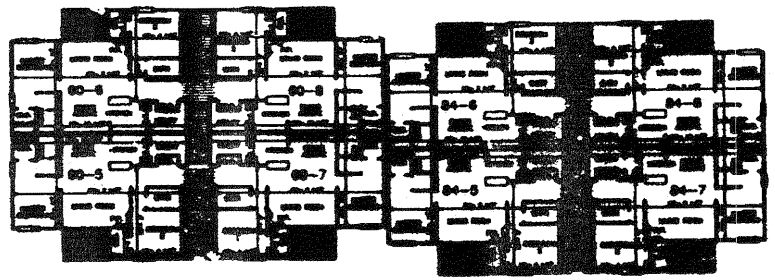

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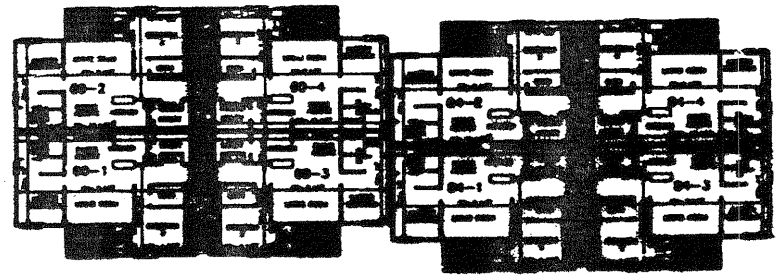

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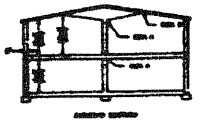

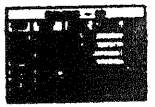

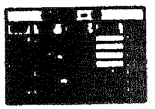

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EXHIBIT D

BYLAWS OF

VILLAGE AT HUNTERS GLEN CONDOMINIUM OWNERS' ASSOCIATION, INC.

INTRODUCTION

The Village at Hunters Glen Condominium Owners' Association, Inc. ("Association") is to govern and manage the Condominium Property. These Bylaws of Village at Hunters Glen Condominium Owners' Association, Inc. ("Bylaws") supplement the Declaration of Condominium Ownership for Village at Hunters Glen as amended, ("Declaration") by providing the Association with procedures to use in governing and managing the Condominium Property. Anyone who owns, rents, occupies, or uses any condominium unit ("Unit") or facility is subject to the Declaration, the Bylaws, and any rules and regulations ("Rules and Regulations") which may be adopted by the Association's Board of Managers. As required by Section 5311.05 of the Ohio Revised Code, a true copy of the Bylaws has been or will be attached as an Exhibit to the Declaration which has been or will be filed with the Montgomery County Recorder and the Montgomery County Auditor.

SECTION 1
ASSOCIATION NAME AND NATURE

The name of the association shall be Village at Hunters Glen Condominium Owners' Association, Inc. The Association shall be an Ohio not-for-profit corporation.

SECTION 2
UNIT OWNERS (MEMBERS)

2.1 Composition. Each person owning a fee-simple interest in a Unit ("Unit Owner") will automatically become a member of this Association, and no other parties may become members. When a Unit Owner transfers his ownership of a unit to another party, his membership automatically terminates, and the other party then becomes a member of the association.

2.2 Voting.

2.2.1 Voting Rights. The Unit Owner(s) of each Unit shall be entitled to one vote, except that the Association shall not be entitled to a vote for any Unit to which it or its agent, designee, or nominee holds title.

The "voting power of all Unit Owners" at any given time shall be the total number of votes for all Units other than Units to which the Association or the Association's agent, designee, or nominee then holds title.

Unless otherwise expressly set forth by law, the Declaration, or the Bylaws, the affirmative vote of a simple majority of the voting power of the Unit Owners voting on any matter at a meeting of Unit Owners shall be sufficient to determine that matter, provided that the quorum requirement is met at the time of completion of that vote.

2.2.2 Proxies. Unit Owners may vote or act in person or by proxy. The person designated a proxy need not be a Unit Owner. Any proxy must be designated in writing and that designation must be given to the Board of Managers and, except as otherwise provided in the Declaration or the Bylaws, may revoke the designation at any time by written notice to the Board of Managers. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Unit, the presentation to the Board of Managers of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board of Managers or in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken.

2.2.3 Voting by Mail. A Unit Owner may vote by mail on any matter voted on at any meeting of Unit Owners, by written vote mailed or personally delivered to the Secretary of the Association within the period seven (7) days before the date of the meeting. A written vote shall be filed with the records of the Association.

2.3 Annual Meeting. Annual meetings of Unit Owners shall be held on such date in March of each year as may be set by the Board of Managers starting with March, 1990. Each year, the Board of Managers shall specify the date, time, and place for the annual meeting of Unit Owners, which shall be held in March or

such other time as the Board shall determine. The purpose of the annual meeting shall be to elect the Board of Managers, to consider reports to be presented before the meeting, and to transact any other business which may properly be brought before the meeting.

2.4 Special Meetings. Special meetings of Unit Owners may be called at any time by the President or by the Board of Managers. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Unit Owners having at least twenty-five percent (25%) of the voting power of all Unit Owners. Upon receipt of this request, the President shall immediately cause written notice to be given of the meeting to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of this request. If written notice is not given within ten (10) days after the delivery of the request, the Unit Owners making the request may call the meeting and give written notice of it.

2.5 Notice of Meetings. Written notice shall be given not less than seven (7) nor more than thirty (30) days before a meeting. The Secretary or other person(s) required or permitted by these Bylaws to give notice shall give written notice to each Unit Owner of record as of the day on which notice is given.

Notice of a meeting of Unit Owners shall specify the date, time, and place of the meeting, and shall specify the purpose(s) of a special meeting. Notice of the date, time, place, and purpose(s) of any meeting of Unit Owners may be waived by any Unit Owner, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Unit Owner at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Unit Owner of notice of the meeting.

2.6 Quorum; Adjournment. A vote submitted by mail under Section 2.2.3 shall not be counted in establishing a quorum for any meeting or for any vote. Except as may be otherwise provided by law or by the Declaration, there shall be a quorum at any meeting of Unit Owners where Unit Owners who hold one-fourth (1/4) of the total voting power of all Unit Owners in good standing are present, in person or by proxy. For a vote on any matter to be valid, the quorum requirement must also be met at the time of completion of that vote. Whether or not a quorum is present, the Unit Owners entitled to exercise a majority of the

voting power represented at a meeting of Unit Owners may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

2.7 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

(1) Calling of meeting to order;

(2) Roll-call; determination of whether there is a quorum;

(3) Proof of notice of meeting or waiver of notice;

(4) Reading of minutes of preceding meeting;

(5) Reports of officers;

(6) Reports of Committees;

(7) Election of Managers (when appropriate);

(8) Unfinished and/or old business;

(9) New business;

(10) Adjournment.

2.8 Action Without a Meeting. Any action which may be taken at a meeting of Unit Owners may be taken without a meeting in a writing or writings signed by Unit Owners having a simple majority of the total voting power of all Unit Owners in good standing, if greater than a simple majority vote is not required under the other provisions of the Declaration, the By-Laws, or under Ohio law for that action, which writing(s) shall be filed with the records of the Association. The date on which a writing begins circulation among Unit Owners shall be the "action-circulation date."

SECTION 3
BOARD OF MANAGERS

3.1 Number; Qualification; Compensation. There shall be initially three (3) members ("Managers") of the Board of Managers ("Board"). A Manager appointed by the Declarant need not be Unit

Owner. A Manager elected by Unit Owners shall be a Unit Owner or a spouse of a Unit Owner except that if a Unit Owner is a corporation, partnership, joint venturer, or other entity, the Unit Owners may elect as a Manager an officer, partner, joint venturer, or like individual affiliated with this Unit Owner. Managers shall serve without compensation.

3.2 Authority to Appoint and to Elect Managers.

3.2.1 Development Period.

3.2.1.1 Initially, the Managers shall be the three (3) persons named in the Association's Articles of Incorporation or appointed by the Declarant from time to time. None of the Declarant's appointees need be owners or occupiers of Units.

3.2.1.2 As soon as possible after the time that the Declarant has conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted appertain, the President of the Association shall call a special membership meeting. At such meeting the Unit Owners other than the Declarant shall elect a fourth member to the Board of Managers who shall be a Unit Owner or who shall otherwise meet the qualifications outlined in Section 3.1 hereinabove.

3.2.1.3 As soon as possible after the time that the Declarant has conveyed Units to which fifty percent (50%) of the undivided interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted appertain, the President shall call a special membership meeting. At such meeting, the Unit Owners other than the Declarant shall elect a fifth member of the Board of Managers who shall be a Unit Owner or who shall otherwise meet the qualifications outlined in Section 3.1 hereinabove.

3.2.1.4 Within thirty (30) days after the earlier of (a) the date which is five (5) years from the date of incorporation of the Association, or (b) the date which is thirty (30) days after the Declarant's conveyance of Units to persons which hold seventy-five percent (75%) of the total undivided interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the

Declaration were so submitted, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At that meeting the Unit Owners (including the Declarant) shall elect a new Board consisting of five (5) Managers who all shall be Unit Owners or who shall otherwise be qualified pursuant to Section 3.1 hereinabove to be a Manager. The persons so elected shall take office immediately upon election and the five (5) Managers previously appointed or elected shall step down from their positions.

3.2.2 Post-Development Period. The Unit Owners shall elect the Managers at the annual meeting of Unit Owners.

3.3 Term. A Manager appointed by the Declarant shall serve until the Declarant removes the Manager, the Manager dies or resigns, or a successor is elected by the Unit Owners as provided in Section 3.2.1.

Because the terms of not less than one-third of the Managers must expire annually, the Managers elected by the Unit Owners at the Development Period Special Meeting shall be elected to staggered terms of the following lengths: two (2) Managers shall be elected to a one-year term, three (3) Managers shall be elected to a two-year term. The three (3) Managers with the most votes shall be the Managers who shall serve the two-year term.

Each Manager elected by the Unit Owners after the Development Period Special Meeting shall serve for a two-year term until the next annual meeting of Unit Owners and until a successor is elected, or until the Manager's earlier resignation, removal from office or death.

A Manager may be reelected or reappointed for additional terms.

3.4 Nominations; Election Procedure. Nominations shall be made from the floor at any meeting of Unit Owners under Section 3.2.1 or at an annual meeting of Unit Owners.

Election shall be by written ballot. The Unit Owner of each Unit may cast, in respect to each vacancy, the vote to which that Unit is entitled under the Declaration and the Bylaws. The person receiving the largest number of votes for each vacancy shall be elected to fill that vacancy. Cumulative voting shall not be permitted.

3.5 Resignation; Removal; Vacancies. A Manager may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Manager.

A Manager appointed by the Declarant may be removed by the Declarant at any time, with or without cause. An elected Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an annual or special meeting of Unit Owners, after which that Manager may be removed, with or without cause, by the vote of Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of all Unit Owners in good standing.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Manager. The Declarant shall appoint a successor for any appointed Manager, and the Unit Owners shall elect a successor for any elected Manager using the procedure set forth in Section 3.4, at an annual meeting of Unit Owners or at any special meeting of Unit Owners called for the purpose of filling this vacancy.

3.6 Organizational Meeting. Promptly after the Development Period Special Meeting and after each annual meeting of Unit Owners, the Board shall hold a meeting to elect officers and transact any other business which may properly be brought before the meeting ("Organizational Meeting").

3.7 Regular Meetings. Regular meetings of the Board shall be held no less often than quarterly, on the date and at the time and place fixed from time to time by the Board.

3.8 Special Meetings. Special meetings of the Board may be held at any time when called by the President or any two (2) Managers.

3.9 Notice of Meetings; Attendance by Unit Owners. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Manager by personal delivery, mail, telegram, or telephone at least two (2) days before the meeting. The notice need not specify the purpose(s) of any meeting. Notice of the date, time, and place of any meeting may be waived by a Manager, before or after the meeting, by a writing filed with or entered upon the records of

the meeting. Attendance of a Manager at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Manager of notice of the meeting.

No notice need be given to non-Manager Unit Owners of organizational, regular, or special meetings of the Board. However, a non-Manager Unit Owner may attend any organizational, regular, or special meeting of the Board, but may not participate in any such meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Manager Unit Owner may not vote at a meeting of the Board.

3.10 Quorum; Adjournment. A simple majority of the Managers then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Managers present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

3.11 Voting Power. At any meeting of the Board at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration or these Bylaws. The President may cast an additional vote to break a tie vote on any matter.

3.12 Action by Board Without A Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Managers, which writing(s) shall be filed with Board records.

SECTION 4
OFFICERS

4.1 Offices; Qualification. The Association shall have a President, Vice President, Secretary, and Treasurer. The Board may create other offices from time to time. The President, Vice President, Secretary, and Treasurer shall be Managers; any other officer need not be a Manager but shall be a Unit Owner. The same person may hold two or more offices, but no officer shall execute an instrument in more than one capacity if the signatures

of two or more officers are required by law, the Association's Articles of Incorporation, the Declaration, or the Bylaws.

4.2 Election. Prior to the Development Period Special Meeting, the officers of the Association shall be appointed by the Declarant. Thereafter the officers of the Association shall be elected by the Board of Managers promptly after the Development Period Special Meeting and at each annual Organizational Meeting and the persons so elected shall take office immediately upon election.

4.3 Term. An officer shall serve for a one-year term and until a successor is elected, or until the officer's earlier resignation, removal from office, or death. An officer may be reelected for additional terms.

4.4 Removal; Resignation; Vacancies. The Board may remove any officer at any time, with or without cause. Any officer may resign at any time by oral statement made at a meeting of the Board or by written notice delivered to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning officer. Any vacancy in any office may be filled by the Board.

4.5 Powers and Duties. The powers and duties of officers shall be as the Board may determine from time to time. Unless the Board determines otherwise, the following officers shall have the powers and duties set forth below.

4.5.1 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President may sign all legal instruments authorized by and on behalf of the Association.

4.5.2 Vice President. The Vice President shall perform the duties of the President whenever the President is unable or unwilling to act, as determined by the Board.

4.5.3 Secretary. The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and of the Board, shall give notice of meetings of Unit Owners and of the Board, shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities, and shall give each Unit Owner a copy of any Rules and Regulations or amendments thereto.

4.5.4 Treasurer. The Treasurer shall receive and be responsible for all money, bills, notes, and similar property of the Association; shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting, with a copy to be mailed or delivered in person to each Unit Owner.

SECTION 5
ASSESSMENTS

5.1 Types; Duty to Pay. "Common Assessments" shall be assessments charged proportionately against all Units for common purposes, and shall include annual common assessments and common assessments for capital improvements. A Unit's "proportionate share" of a Common Assessment shall be that Unit's percentage of ownership of Common Areas and Facilities as set forth in the Declaration. "Individual Unit Assessments" which are not for common purposes shall be assessments which are properly chargeable to less than all of the Units.

The Unit Owner(s) of a Unit shall timely pay any assessment chargeable to that Unit.

5.2 Common Assessments.

5.2.1 Annual Common Assessments.

5.2.1.1 Development Period. At a Closing where the Unit is purchased from the Declarant, the Unit Owner(s) shall pay to the Association the sum required by the Declaration as the Unit's initial contribution to operating capital.

5.2.1.2 Annual Estimated Budget. By November 1 of each succeeding year or within forty-five (45) days prior to the Annual Meeting, the Board shall estimate the cost for the next year of the following common expenses, to arrive at an estimated budget:

(a) Utility and other services for the Common Areas and Facilities, including, but not limited to,

sewer assessments, waste removal, electricity, telephone, heat, power, and water;

(b) That portion of the expenses of operating, maintaining, and repairing all portions of the Condominium Property which are the Association's responsibility;

(c) Casualty insurance, as provided in the Declaration, with extended coverage on all of the Condominium Property (the Board shall review the amount of casualty insurance annually);

(d) Liability insurance, as provided in the Declaration, insuring the Association, the Managers, and the Unit Owners against any liability to the public, to Unit Owners, or to Unit Owners' families, tenants, or invitees, incident to the ownership and/or use of the Common Areas and Facilities (the Board shall review the amount of liability insurance annually);

(e) Bond premiums, if any, to be paid by the Association;

(f) Wages and/or fees of anyone employed by the Board, including, but not limited to, a manager for the Condominium Property, maintenance and operations personnel, lawyers, accountants, and other professionals;

(g) Postage, materials, supplies, and other expenses of administering the Association;

(h) Any other common expenses designated as such in Chapter 5311 of the Ohio Revised Code or in accordance with the Declaration or the Bylaws, or which the Board may determine are necessary and/or desirable to maintain the Condominium Property in first-class condition;

(i) An amount, to be determined by the Board, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses ("Reserve Fund").

5.2.1.3 Proportionate Share; Notice. The Board shall calculate each Unit's proportionate share of the estimated annual budget, thereby establishing the annual common assessment for each Unit. The Board may increase or decrease any monthly assessment amounts for all Unit Owners by not more than fifty percent (50%) to adjust for seasonal changes in the Association's cash flow requirements provided that increases in any month shall be balanced by decreases in other months and vice versa so that the total amount to be paid for the remainder of the year is unchanged.

By December 1 of each year or such other time within forty-five (45) days prior to the Annual Meeting, the Board shall give the Unit Owner(s) notice of the annual estimated budget and of that Unit's annual common assessment, which is to be itemized to show the amount allocated to the Reserve Fund as well as the amount allocated for all other purposes.

5.2.1.4 Monthly Payments. A Unit's annual common assessment shall be payable in equal monthly installments due in advance on the first day of each month.

5.2.2 Common Assessments for Capital Improvements. In addition to levying annual common assessments, and to the extent that the Reserve Fund is insufficient, the Board may levy common assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas and Facilities, provided that funds shall not be assessed for any capital expenditure in excess of five thousand dollars ($5,000) for any item or ten thousand dollars ($10,000) in the aggregate in any one (1) calendar year without the prior written consent of Unit Owners having at least seventy-five percent (75%) of the voting power of all Unit Owners and the consent of a majority of all first mortgagees or unless expressly stated in the annual budget. Until the expiration of the Development Period (as defined in the Declaration) or the date on which Declarant no longer owns a Unit, whichever is earlier, Declarant shall be one (1) of the consenting Unit Owners, or the capital expenditure shall not be made.

The Board shall calculate each Unit's proportionate share of a common assessments for capital improvements, and shall give the Unit Owner(s) written notice of the proportionate share and of the date(s) which the assessment is due and payable.

5.2.3 Status of Amounts Collected. The amounts collected through common assessments shall be held and expended for the purposes designated in the Declaration and the Bylaws. Except for adjustments reflecting prepaid or delinquent assessments, the amounts collected shall be deemed held for the Unit Owners in the proportion of their share of Common Areas and Facilities.

Any amount assessed against a Unit which is allocated to the Reserve Fund shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. Amounts allocated to the Reserve Fund shall be kept in a separate account. The Board may collect, hold, disburse, or categorise the amounts allocated to the Reserve Fund in any manner necessary to ensure their noninclusion in the Association's taxable income under the Internal Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

5.2.4 Common Surplus. If Common Assessments collected in any given year are in excess of the actual common expenses for that year, the Board may, at its discretion, return each Unit's proportionate share of the common surplus, credit each Unit's proportionate share of the common surplus to each Unit's monthly payment(s) for the annual Common Assessment for the following year, or deposit the common surplus, or any part thereof, in the Reserve Fund.

5.3 Individual Unit Assessments. If the Board satisfies an obligation set forth in Sections 6.2 or 6.7 which is properly chargeable to a particular Unit, the Board shall assess the Unit Owner(s) of the particular Unit or the consenting Unit Owners, as the case may be, for the Association's costs. An individual Unit assessment shall be due and payable on the date determined by the Board, following written notice to the Unit Owner(s) subject to the assessment.

5.4 Garage Assessment. Unit Owners who purchase a garage space shall be required to pay a special garage assessment (the "Garage Assessment") which shall be based on such Unit Owner's proportionate share of the actual expenses incurred by the Association to maintain the garages, plus an amount for a garage reserve fund, as computed by the Board.

5.5 Common Profits. "Common Profits" are the amount by which the total income received from assessments charged for

special benefits to specific Units, from rents received from rentals of equipment or space in Common Areas and Facilities, and from any other fee, charge, or income other than from Common Assessments, exceeds expenses allocable to the income, rental, fee, or charge. If there are Common Profits, in any given year, the Board may, at its discretion, distribute to the Unit Owners each Unit's proportionate share of the Common Profits, credit each Unit's proportionate share of the Common Profits as an advance payment of each Unit's monthly payment(s) for the annual Common Assessment for the following year, or deposit the Common Profits, or any part thereof, in the Reserve Fund.

5.6 Common Losses. If, at any time, each Unit is current in its monthly payments but the common expenses at that time exceed the Common Assessments and the common profits, so that the Association has insufficient funds to meet its obligations, the Board may (1) charge unexpected or extraordinary expenses in a given year against the Reserve Fund, and/or (2) give the Unit Owners written, notice of the reasons for the deficiency and of each Unit's proportionate share, and assess the deficiency as a Common Assessment among the Units, with this assessment to be due and payable on designated monthly payment dates with the first payment being due no less than ten (10) days after the date notice is given.

5.7 Effective Date of Assessment. If notice of an assessment other than an annual common assessment is sent ten (10) days before the assessment's due date, the assessment shall be effective on its due date or on the due date of the first installment if the assessment is payable in installments.

5.8 Default; Remedies; Association's Lien. If a Unit Owner is in default for thirty (30) days in the payment of any assessment or charge, the Association shall have a lien on his or her interest in a Unit, upon filing the Certificate required by the Declaration, for the amount of the overdue assessment and any late charges provided for by the Declaration. The President may bring suit, on behalf of the Board and as the representative of all Unit Owners, to enforce collection and/or foreclose the lien. The costs of suit, legal interest, and reasonable attorney fees fixed by the court shall be added to the amount due and, to the extent permitted by the Declaration, any court decision, or any statute now or hereafter effective, shall become, when payable, a lien against the Unit Owner's interest in the Unit. As provided in the Declaration, the Managers may bid on behalf of the other Unit Owners on the interest so foreclosed at

foreclosure sale, and may acquire, hold, lease, mortgage, and convey that interest.

Any encumbrancer may request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the encumbered Unit and, unless the request is complied with within twenty (20) days, the lien for unpaid common expenses which become due prior to the date of the request shall subordinate to the lien of the encumbrance. Any encumbrancer may pay any unpaid common expense payable with respect to an encumbered Unit and upon that payment the encumbrancer shall have a lien on the encumbered Unit for the amount paid at the priority of the lien of the encumbrance.

In addition to and not in lieu of the other remedies for default provided in this Section 5.8 and elsewhere in the Declaration and Bylaws, the Board may restrict or terminate the right to the use of any recreational facilities by any Unit Owner in default under this Section 5.8, or by any family member, tenant, or invitee of the defaulting Unit Owner.

5.9 Board Inaction. The Board's failure to prepare an annual estimated budget or to give timely notice of any assessment shall not release the Unit Owner(s) from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given.

If the Board's inaction relates to the annual common assessment, the Unit Owners shall make monthly payments of the amount previously due until ten (10) days after receipt of written notice of the actual assessment.

SECTION 6
BOARD POWERS, DUTIES, AND RESTRICTIONS

6.1 Payment of Common Expenses. The Board shall pay the Association's common expenses; provided, however, that except as otherwise expressly stated in the Association's annual budget, the Board shall not without the prior approval of seventy-five percent (75%) of the total voting power of the Association: (a) pay out of maintenance funds nor authorize any structural alterations, capital additions or capital improvements of the Common Areas and Facilities costing more than five thousand dollars ($5,000) for any one (1) item or more than ten thousand dollars ($10,000) in the aggregate in any one (1) calendar year; or (b) borrow funds in excess of such amounts; or (c) commence

any litigation (except filing certificates of liens or actions to foreclose thereon in the case of a Unit Owner who is delinquent in his assessments or has otherwise defaulted in his obligations to the Association), the cost of which, is reasonably estimated to exceed five thousand dollars ($5,000), including attorneys fees and court costs. However, the Board is not limited by these provisions in any way in restoring or replacing damaged or obsolete portions of the Common Areas and Facilities.

6.2 Payment of Obligations of Unit Owners.

6.2.1 Taxes. During the first years of the Condominium's existence and until the Units are separately listed for real estate taxes and assessments, the Board may pay real estate taxes and assessments for the Condominium Property when due, calculate each Unit's prorated share thereof based upon percentage of interest, assess the prorated share against each Unit, and bill the Unit Owner(s) and require payment at any time prior to the last day for payment of real estate tax bills as designated by the County Auditor.

6.2.2 Discharge of Mechanic's Liens. If the Board determines that a mechanic's lien or other encumbrance levied or filed against all or part of the Condominium Property may be or become a lien against the Condominium Property or against the Common Areas and Facilities, rather than a lien solely against the interests therein of particular Unit Owner(s), the Board may pay any amount necessary to discharge this mechanic's lien or other encumbrance. This authority shall not limit any statutory provisions relating to the same subject matter.

6.2.3 Maintenance or Repair of Units. If the Board determines that maintenance or repair of any Unit or of any Limited Common Areas and Facilities, which is the responsibility of any individual Unit Owner(s), is necessary to protect or maintain the structural integrity or aesthetic and/or market value of the Common Areas and Facilities or any other portion of a building on the Condominium Property, or to maintain an aesthetically pleasing uniformity in the exterior of any buildings or other structures on the Condominium Property, then the Board shall, give the responsible Unit Owner(s) written notice of the Board's determination that this maintenance or repair is necessary, and is to be commenced within ten (10) days of the giving of this notice. If the responsible Unit Owner(s) have not begun this maintenance or repair within ten (10) days, the Board shall procure and pay for the necessary maintenance or

repair and shall, in accordance with Section 5.3, assess the Unit Owner(s) for the Association's cost.

6.2.4 Default Under Mortgage or Trust Deed. If a Unit Owner defaults in the payment of any moneys required to be paid under any mortgage or trust deed against his or her Unit the Board may cure this default by paying the amount owed to the party entitled to payment.

6.2.5 Discharge of Miscellaneous Obligations. The Board may pay for other obligations properly chargeable against a particular Unit, including, but not limited to, payment for special services under Section 6.7.

6.2.6 Individual Unit Assessments. The Board shall assess the responsible Unit Owner(s) of any Unit for any costs expended by the Board under Section 6.2. The responsible Unit Owner(s) shall be jointly and severally liable to the Association for any such costs.

6.3 Right to Enter Units. The Board or its agents may enter a Unit, whether or not a Unit Owner is present, (i) after giving notice as required by Section 6.2.3 in connection with maintenance or repair which is the responsibility of the Unit Owner(s), or (ii) without notice, in the event of an emergency.

6.4 Rules and Regulations. The Board may adopt and amend Rules and Regulations for the maintenance, use, conservation, and beautification of the Condominium Property and for the health, comfort, safety, and general welfare of Unit Owners and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Unit Owner who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Unit Owner who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of the assessment is due. The levying of a fine against a defaulting or delinquent Unit Owner shall not operate as a waiver of any other rights that the Board may have against such Unit Owner pursuant to the Declaration, these Bylaws or Chapter 5311 of the Ohio Revised Code.

6.5 Books and Records. The Board shall keep complete and accurate books of account for the Association. The Board shall

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make the Association's books available for inspection, at any reasonable time requested by a Unit Owner, a Unit Owner's representative with written authorization, or a first mortgagee of a Unit.

The Board shall mail a statement of the amount of any delinquent assessment or other outstanding charge to a Unit Owner within ten (10) days of receipt by the Board of a written request from the Unit Owner for such a statement.

6.6 Annual Review. The Board shall arrange annually, for a certified public accountant to review the Association's books. The review, if reasonably possible, shall be completed prior to each annual meeting of the Unit Owners. Upon written request, the Board shall provide a first Mortgagee with a copy of any annual review report.

6.7 Special Services. The Board may arrange for special services or facilities for Unit Owners, their families, and their tenants including, but not limited to, cleaning, maintenance, and repair of Units, and recreational, educational, and medical facilities or services. The Board shall determine the fees for these special services and facilities and may either have the affected Unit Owners billed directly or may pay for the services and facilities from the Reserve Fund and bill the affected Unit Owner(s) with a special individual Unit assessment.

6.8 Delegation. The Board may delegate duties and powers to persons or firms of its choice, including a manager or managing agent. The Board shall supervise any such person or firm in the performance of delegated duties and powers.

6.9 Changes in Exterior Appearance and Maintenance Standards. Before the date when Declarant's control of the Board ends, the Board shall not take any action which would directly or indirectly alter the exterior appearance of any part of the Condominium Property or reduce or discontinue any maintenance standard or practice in effect on the date Declarant's control of the Board ends, without Declarant's prior written consent.

SECTION 7
INDEMNIFICATION OF MANAGERS AND OFFICERS

A Manager or an officer shall not be liable to the Unit Owners for any mistake of judgment, or negligent act, except there shall be liability for a Manager's or officer's individual

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willful misconduct or bad faith. The Association shall indemnify Managers and officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Manager or officer, except as to matters as to which the Manager or officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Manager or officer has not been guilty of willful misconduct or bad faith as a Manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Manager or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Unit Owner, who is or has been a Manager or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Unit Owner as a Unit Owner rather than as a Manager or officer.

SECTION 8
GENERAL PROVISIONS

8.1 Copies of Notice to Mortgage Lenders and Their Insurers and Guarantors. An "Eligible Mortgagee", "Eligible Insurer" or "Eligible Guarantor" is any holder, insurer or guarantor of a first mortgage on any Unit who has made written request to the Association listing its name and address and the Unit number and address for timely written notice of the following items:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property of any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgagee, Eligible Insurer or Guarantor;

(b) Any delinquency in the payment of assessments or charges owed or any other default in the performance of any of his obligations under the Declaration, By-Laws or Rules and Regulations by a Unit Owner of a Unit subject to a first mortgage held insured or guaranteed by such Eligible Mortgagee or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

After receipt of any such written request, the Secretary of the Association shall send the notice requested in all of the above-described situations. In addition to the notice requirements in the immediately preceding sentence, upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Unit Owner(s) whose unit ownership is subject to such mortgage or trust deed even if such owner or owners has waived the right to receive and notice.

8.2 Service of Notices on the Board of Managers. Notice required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by certified mail addressed to such member or officer at his residence address.

8.3 Service of Notices on Devisees and Personal Representatives. Notice required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.

8.4 Nondiscrimination. No Unit Owner (including the Declarant) and no employee, agent, or representative of a Unit Owner shall discriminate on the basis of sex, race, color, creed, or national origin in the sale or lease of any Unit or in the use of Common Areas and Facilities.

8.5 Non-Waiver of Covenants. No delay or failure on the part of the Board and/or on the part of any officer in exercising any right, power, or privilege or in failing to enforce a

covenant, condition, obligation, or provision contained in the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be or be deemed to be a waiver of any subsequent violation or breach of such a covenant, condition, obligation, or provision, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

8.6 Heirs, Successors and Assigns. These Bylaws shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Unit Owners, and the Declarant's and Unit Owners' heirs, successors, and assigns.

8.7 Board's Power to Bind. A lawful agreement or determination made by the Board or an officer, in accordance with the procedures established in the Declaration and Bylaws, shall bind all Unit Owners, their successors, and their assigns.

8.8 Interpretation of Bylaws. The Section headings are for convenience only and shall not affect the meaning or construction of the Bylaws. A reference to a specific Section without further identification of the document containing that Section is a reference to a Section in the Bylaws. Where the context requires, masculine, feminine, and/or neuter terminology shall include the neuter, feminine, and/or masculine.

8.9 Severability. The invalidity of part or all of any provision of the Bylaws shall neither impair the validity of nor affect in any manner the Declaration or the rest of the Bylaws.

8.10 No Active Business for Profit. These Bylaws shall not be construed to give the Association authority to conduct an active business for profit on behalf of one or more Unit Owners.

8.11 Governing Law. The Bylaws shall be interpreted and enforced under the laws of the state of Ohio, including, without limitation, Ohio Revised Code Chapter 5311.

8.12 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Bylaws 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 rule imposing time limits, then that provision shall continue only until 21 years after the death of the last survivor of the now living descendants of George C. Bush.

CONSENT OF MORTGAGEE

The Provident Bank, an Ohio banking corporation and the holder of a mortgage deed to the premises recorded in the Mortgage Records of Montgomery County, Ohio at Microfiche 89-1355-All hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership for Village of Hunters Glen Condominium, with exhibits thereto, and to the filing thereof, in the office of the County Recorder of Montgomery County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, The Provident Bank, by its authorized officer, has caused the execution of this Consent this 10th day of November, 1989.

Signed and acknowledged THE PROVIDENT BANK
in the presence of:

Gail E. Glassmeyer

Patricia L. Kirkpatrick

BY: Robert A. Alexander VP

Robert A. Alexander
Vice President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 10th day of November, 1989, by Robert A. Alexander, Vice President of The Provident Bank, on behalf of the corporation.

Patricia L. Kirkpatrick
Notary Public

PATRICIA L. KIRKPATRICK
Notary Public, State of Ohio
My Commission Expires August 6, 1991

This instrument prepared by:
Gail E. Glassmeyer, Esq.
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

TRANSFERRED
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