

DECLARATION OF CONDOMINIUM PROPERTY
FOR
FAR HILLS OFFICE CONDOMINIUM

I hereby certify that copies of the within Declaration, together with the drawings attached as an Exhibit thereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

OCT 6 1982

Dated _____

By: _____

Montgomery County Auditor
 COUNTY AUDITOR

Plat Reference: Book 117, Page 21

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MONTGOMERY CO., OHIO
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THIS INSTRUMENT PREPARED BY:

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HANS H. SOLTAU
 Attorney at Law
 367 West Second Street
 Dayton, Ohio 45402

TRANSFERRED
 ROBERT L. RODGER
 COUNTY AUDITOR

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DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by THE FIRST NATIONAL BANK, Dayton, Ohio, a National Banking Association, hereinafter referred to as the "Declarant";

RECITALS

A. Declarant is the Owner of the real property hereinbelow described and it is its desire and intention to enable said real property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon and all privileges belonging or in anywise appertaining thereto, to be owned under and pursuant to that certain type of ownership commonly known as "Condominium," and to subject and submit such property to the provisions of Chapter 5311 of the Ohio Revised Code.

B. Declarant is further desirous of establishing for the mutual benefit of all future Owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as FAR HILLS OFFICE 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.

C. Declarant desires and intends that the several Owners, mortgagees, occupants and other persons hereafter acquiring an interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to, the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the By-Laws of Far Hills Office Condominium Association, Inc., attached hereto as Exhibit "B".

D. Declarant is also the owner of real property adjacent and adjoining the real property submitted hereby, and contemplates submitting such property to the provision of this Declaration, by an amendment or amendments hereto.

DECLARATIONS

NOW, THEREFORE, Declarant hereby makes the following Declaration as to the covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said 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, heirs, executors, administrators, devisees, successors or assigns.

1. DEFINITIONS

The following terms used herein are defined as follows:

A. Association, shall mean FAR HILLS OFFICE CONDOMINIUM ASSOCIATION, INC., an Ohio not-for-profit corporation, its successors and assigns.

B. Common Areas and Facilities, shall mean all the Condominium Property except that which is specifically defined and referred to as a Unit.

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C. Common Assessments, means the assessments charged proportionately on the basis of percentage of interest against all Units for common purposes.

D. Common Expenses, means those expenses designated as such by Chapter 5311 of the Ohio Revised Code or in accordance with the provisions of this Declaration, or both.

E. Common Losses, means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

F. Common Profits, means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas and Facilities and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

G. Common Surplus, means the amount by which Common Assessments collected during any period exceeds Common Expenses.

H. Condominium Ownership Interest, means a fee simple estate or a 99-year leasehold estate, renewable forever, in a Unit, together with its appurtenant undivided interest in the Common Areas and Facilities.

I. Condominium Property, means land, all buildings, improvements and structures on the land; all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Ohio Revised Code by this Declaration.

J. Declarant, shall mean THE FIRST NATIONAL BANK, Dayton, Ohio, a National Banking Association, its successors and assigns.

K. Declaration, shall mean the instrument by which the hereinafter described property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any and all amendments thereto.

L. Limited Common Areas and Facilities, means and includes those Common Areas and Facilities designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of the other Units.

M. Unit, shall mean a part of the Condominium Property consisting of one or more rooms on one or more floors of a building, which are designated a Unit by this Declaration or amendment thereto, and are delineated on the drawings in Exhibit "A" attached hereto.

N. Unit Owner, means a person who owns a Condominium Ownership Interest in a Unit.

2. NAME, PURPOSE AND USE

A. Name. The Condominium Property shall be known as FAR HILLS OFFICE CONDOMINIUM.

B. Purpose. The Condominium Property shall be used for business, commercial, and professional office purposes, and for any purposes incident thereto which are permitted under current or future zoning regulations of the applicable governmental entity.

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3. LEGAL DESCRIPTION OF PREMISES

The legal description of the real property subject to this plan for Condominium ownership is described as follows:

Situate in Section 25, Town 2, Range 6 MRS, Washington Township, Montgomery County, Ohio and being Lots Numbered 18, 19 and 20 of Normandy Office Park as recorded in Book 101, Pages 34 and 34A of the Plat Records of Montgomery County, Ohio.

4. DESCRIPTION AND LOCATION OF BUILDINGS

A. Description. Unless or until amended, there are six (6) buildings located on the Condominium Property which are generally described as follows:

- (1) Building Numbered 1 is two (2) stories in height, containing five (5) Units, all of which are two (2) story Units.
- (2) Building Numbered 2 is two (2) stories in height, containing four (4) Units, all of which are two (2) story Units.
- (3) Building Numbered 3 is two (2) stories in height, containing seven (7) Units, all of which are two (2) story Units.
- (4) Buildings A, B and C are one (1) story in height containing garage areas. Building A contains five (5) garage areas, Building B contains four (4) garage areas and Building C contains seven (7) garage areas.
- (5) All buildings are built on slab foundations with brick on frame exterior walls, a wood truss roof with an asphalt shingle covering, wood wall studs and drywall.

B. Location. Buildings 1 and 2 face Corporate Way, a public street, and Building 3 faces Regency Ridge, a public street. Buildings A, B and C are located behind Buildings 1, 2 and 3.

5. DESCRIPTION OF UNITS

A. General. Each of the Units within this Declaration shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such Unit to constitute a complete enclosure of space, the dimensions, layouts and descriptions of each such Unit being shown on the drawings attached hereto as Exhibit "A" and including, without limitation:

- (1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing materials applied to the interior surfaces of such perimeter walls, floors and ceilings;
- (2) All windows, screens and doors, including the frames, sashes and jams and the space occupied thereby;
- (3) All fixtures located within the bounds of a Unit installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building or from the point of disconnec-

tion of utility pipes, lines or systems serving the entire building or more than one Unit thereof, whichever may be applicable;

- (4) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;
- (5) All interior walls, floors and ceilings; and
- (6) All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which exclusively serve either the Unit or the fixtures located therein and which are located within the bounds of the Unit but excepting therefrom all plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts or conduits which are located within the bounds of a Unit but which do not exclusively serve such Unit.

B. Types of Units. There are several different types of Units which are generally described as follows:

- (1) Type A is a two (2) story Unit containing approximately 1,860 square feet.
- (2) Type B is a two (2) story Unit containing approximately 1,860 square feet.
- (3) Type B(X) is a two (2) story Unit containing approximately 1,925 square feet.
- (4) The Units in each type may vary as to design because of the location of the entrance doors, i.e. right hand or left hand entrances.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES

The entire balance of the land and improvements thereon, including but not limited to, all buildings, foundations, roofs, main and supporting walls, walkways, driveways, parking areas, pumps, trees, lawns, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

A. Specific Uses. The areas hereinafter described, included within the Common Areas and Facilities appurtenant to a Unit, are deemed Limited Common Areas and Facilities designated as reserved for the exclusive use of the appurtenant Unit or Units as hereinafter set forth.

- (1) The entranceway, walkways or sidewalks, and stoops located in front of the buildings containing Units are designated as Limited Common Areas and Facilities for the Unit or Units adjoining or requiring such entranceway, walkways, sidewalks and stoops for access.
- (2) The area immediately to the rear of each Unit which is partially enclosed or separated by privacy walls or fences are designated as

Limited Common Areas and Facilities for the Unit to which they adjoin or are adjacent to.

- (3) The privacy walls or fences located to the rear of a Unit or Units are designated as Limited Common Areas and Facilities for the Unit or Units to which they are adjacent or adjoining.
- (4) The walkways or sidewalks to the rear of the buildings are designated as Limited Common Areas and Facilities for the Unit or Units requiring such for access.
- (5) The garage areas designated and assigned by the Declarant with the conveyance or other transfer of a Unit are designated as Limited Common Areas and Facilities for the Unit for which it is designated or assigned.
- (6) The air conditioning pad, compressor, duct and conduits thereto are designated as Limited Common Areas and Facilities for the Unit being serviced by such equipment.
- (7) The chimneys and/or flues adjoining two (2) Units are designated as Limited Common Areas and Facilities for the Units adjacent to such chimneys and/or flues.

B. General Uses. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which serve only one Unit shall be Limited Common Areas and Facilities for the exclusive use of the Unit served thereby.

8. USE OF COMMON AREAS AND FACILITIES

Each Unit Owner shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such Unit Owners and, except as otherwise limited in this Declaration and in the By-Laws attached hereto as Exhibit "B", 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 business and such other incidental uses as permitted by this Declaration and the By-Laws, including the non-exclusive 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 their respective Units, which right shall be appurtenant to and shall run with his Unit. The extent of such ownership in the Common Areas and Facilities is hereby deemed and expressed by the percentage amount set forth in Item 9 hereof, which shall remain constant and shall not be changed except by an amendment to this Declaration pursuant to the provisions of Section C of Item 9, and Item 22 hereof.

9. OWNERSHIP OF COMMON AREAS AND FACILITIES

A. Percentage of Ownership. The percentage of ownership of the Common Areas and Facilities attributable to the Ownership Interest in each Unit and for the division of Common Profits, Common Surplus and Common Expenses, is as follows:

<u>Unit Designation</u>	<u>Percentage</u>
7001	6.196
7003	6.196
7005	6.196
7007	6.196

<u>Unit Designation</u>	<u>Percentage</u>
7009	6.196
7015	6.4125 ✓
7017	6.196
7019	6.196
7021	6.4125 ✓
255	6.196
257	6.196
259	6.196
261	6.4125 ✓
263	6.196
265	6.196
267	6.4125 ✓

B. Computation. Each Unit's percentage of ownership as herein set forth, was determined by comparing the total square footage of such Unit to the aggregate square footage of all of the Units on the date when this Declaration is filed for record, or stated in another way, the percentage of ownership of a particular Unit is equal to a fraction, the numerator of which is the square footage of such Unit and the denominator of which is the total square footage of all of the Units.

C. Amendment. Except as provided for in Item 22 hereof, the percentage of ownership as set forth herein, shall not be altered except by an amendment to the Declaration unanimously approved by all Unit Owners.

10. REGULATION OF COMMON AREAS AND FACILITIES

No person shall use the Common Areas and Facilities or any part thereof in any manner contrary or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Board of Managers of the Association. Without in any manner intending to limit the generality of the foregoing, the Board of Managers shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Areas and Facilities by members of the Association and their respective employees, invitees and servants.

11. RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

A. 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 Board of Managers of the Association, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain, keep in good order and repair his own Unit.

B. 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 building or contents thereof without the prior written consent of the Board of Managers of the

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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 building or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

C. Exterior Surfaces of Building. Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board of Managers of the Association, other than those originally provided by Declarant.

D. 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.

E. 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 the building or which would change the building.

F. Alteration of Common Areas and Facilities. Nothing shall be altered, constructed in or removed from the Common Areas and Facilities except as hereinafter provided, and except upon the written consent of the Board of Managers.

G. Draperies and Window Coverings. The exterior surfaces of any draperies or window coverings which, for purposes hereof, shall mean that portion viewable from the outside of the buildings, shall be uniform throughout the Condominium. Any change in the exterior surfaces of such draperies or window coverings must be approved by the Board of Managers.

H. Garages. The garage buildings and/or spaces are limited in use to the parking of motor vehicles. They shall not be used for the prolonged storage of any materials, supplies, equipment, or generally for any storage purposes.

I. Parking Lot. No vehicle of any kind shall be stored in the parking lot or on the Common Areas and Facilities. The term "stored" means that a vehicle remains in the parking lot for more than seventy-two (72) hours.

J. Conduct of Business. All business uses will be conducted within the confines of the Unit, and the Common Areas and Facilities will not be used for display or sale of any merchandise or services.

K. Additional Structures. No additional or accessory structures of any nature whatsoever shall be erected or constructed upon the Common Areas and Facilities, including the Limited Common Areas and Facilities, except as originally designated or contemplated by the Declarant unless approved in advance by the Association.

L. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities.

M. Trash and Storage. All trash, rubbish, garbage or other materials being thrown away or disposed of by Unit Owners, their guests, tenants or invitees, must be placed in private trash containers which shall be supplied by the Association or through the Owner.

of each Unit. All such trash, rubbish, garbage or other materials and the method of their collection from the private trash containers, together with various other matters such as type and size of the private trash containers and whether such trash containers may be located outside of a Unit on days other than collection day, shall be subject to the rules and regulations adopted by the Association. The Association shall have control over all aspects of the method and manner by which trash, rubbish, garbage or other materials are to be removed from the premises and shall have control of the selection of the organization, agent or independent contractor to be responsible for the collection and removal.

N. Signs. No signs or other displays of advertising shall be maintained or permitted on any part of the Condominium Property except:

- (1) Each Unit shall be permitted one (1) sign, maximum size of 2' x 2', to be wall mounted on the front of the building.
- (2) The Association may place a freestanding directory sign to the rear of each building containing Units. Internal lighting for the signs shall be permitted. The signs shall not exceed six (6) feet in height, or a maximum square foot area of twenty (20) square feet. There shall be one (1) and only one (1) such sign for any building containing Units.
- (3) All signs in (1) and (2) hereof shall be subject to the approval of the Association in accordance with the limitations herein. The Association shall maintain uniform signage within the Condominium.
- (4) The right is reserved by Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied Unit.
- (5) The right is hereby given to the Unit Owner, or its representative, to place "For Sale" or "For Rent" signs of not more than five (5) square feet in size, on any Unit for the purpose of facilitating the disposal of Units by any Owner.

O. Fencing. No fencing or walls shall be permitted on the Common Areas or the Limited Common Areas, with the exception of those installed by the Declarant.

P. Architectural Control. No building or other structure shall be commenced, directed or maintained upon the Condominium Property nor shall any exterior addition to, change or alteration therein be made except by the Declarant, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same, shall have been submitted to and approved in writing by the Association. Nothing in this Item 11 shall be deemed to authorize any construction on, addition to or change in the Condominium Property which would be prohibited by the provisions of this Declaration.

Q. Declarant. Notwithstanding the above, the Declarant may do what is reasonably necessary to complete additional buildings on the Additional Property, including the storage of construction materials, construction office on location, and what is reasonably necessary to promote and sell the Units constructed.

12. UNIT OWNER'S ASSOCIATION

A. General. Declarant has caused to be formed an Ohio not-for-profit corporation called Far Hills Office Condominium Association, Inc., which shall administer the Condominium Property. Such Association shall be governed by this Declaration and its

By-Laws, which are attached hereto as Exhibit "B". A Board of Managers and the officers of the Association elected as provided by the By-Laws, 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; provided, however, that in the event 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, 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 attached hereto as Exhibit "B".

B. Membership in the Association. Membership in the Association is limited to Unit Owners. Each Unit Owner upon acquisition of title to a Unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of a Condominium Ownership Interest, at which time the new Owner of such Unit automatically shall become a member of the Association. Declarant shall be a member of such Association as long as it retains title to any Unit. Each Unit Owner shall be entitled to vote in accordance with the percentage of interest of its Unit as set forth in Item 9 hereof.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association, which are attached hereto as Exhibit "B". Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

D. Service of Process. The person to receive service of process for the Association shall be the President of the Association. Until such time as a President is elected, service may be made upon Thomas J. Flynn at One First National Plaza, Dayton, Ohio, 45402.

E. Declarant's Rights. Until such time as Declarant shall have sold and conveyed seventy-five percent (75%) of the Condominium Ownership Interests or for a period of five (5) years from the date on which this Declaration is filed for record, whichever first occurs, the powers, rights, duties and functions of the Association shall be exercised by a Board of Managers selected by the Declarant.

F. Turnover. Within thirty (30) days after the expiration of any period during which the Developer exercises control over the Association pursuant to Section E of this Item 12, the Association shall meet and elect all members of the Board of Managers and all other officers of the Association. The persons so elected shall take office immediately from such election. After said meeting, the Declarant shall deliver to such Board of Managers or officers, correct and complete books and records of account as provided by the By-Laws and Section 5311.09(A) of the Ohio Revised Code.

13. AMENDMENT OF DECLARATION AND BY-LAWS

Unless otherwise specifically provided for herein, this Declaration and the By-Laws attached hereto as Exhibit "B", may be amended only upon the affirmative vote of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Any amendment of this Declaration or the By-Laws attached hereto as Exhibit "B", must be filed for record with the Recorder of Montgomery County, Ohio. Such amendment must be executed with the same formalities as this instrument and must

refer to the microfiche number in which this instrument and its attached exhibits are recorded. Provided, however, that if any amendment adversely affects the value or priority or the security of any mortgagee of record, the written consent of said mortgagee to that amendment shall be required; and any amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

14. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

A. Association. Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the Common Areas and Facilities shall be the responsibility of the Association.

B. Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility pursuant to Section A of this Item 14 to a Manager or Managing Agent; subject to the limitation that any such delegation be by a written contract of no longer than one (1) year in duration. At the filing date of this Declaration no such contract has been entered into.

C. Mortgagee. A Manager or Managing Agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Manager or management company.

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

- (1) To maintain, repair and replace at his expense all portions of his Unit and all internal installations of such Unit such as heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and which exclusively serve such Unit.
- (2) To maintain the air conditioning pad, compressor, duct and conduits thereto which are designated by this Declaration as Limited Common Areas and Facilities for the exclusive use of such Unit Owner.
- (3) To maintain, repair and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Owner.
- (4) To maintain and repair all windows and doors of his Unit and of all associated structures and fixtures therein which are appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- (5) To maintain, repair and replace the springs, tracks or any other merchandise relating to the garage doors, including without limitation any garage door opener and the mechanisms associated thereto, whether installed by the Developer or the Unit Owner.

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- (6) To perform his responsibilities in such a manner so as not to unreasonably disturb other persons residing within the building.
- (7) Not to paint or otherwise decorate so as to change the appearance of any portion of the building not within the walls of the Unit unless the written consent of the Board of Managers of the Association is obtained.
- (8) To promptly report to the Association or its Agent any defect or need for repairs, the responsibility of which is with the Association.
- (9) Not to make any alterations in the portions of the Unit or the building which are to be maintained by the Association, or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building, without first obtaining the written consent of the Board of Managers of the Association, and not to impair any easement without first obtaining the written consents of the Association and of the Owner or Owners for whose benefit such easement exists.

E. Construction Defects. The obligation of the Association and of the Unit Owners to repair, maintain and replace the portions of the 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 property. The undertaking of repair, maintenance or replacement by the Association or the Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

F. 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 a construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing his obligation hereunder.

15. EASEMENTS

A. Encroachments. In the event that by reason of the construction, settlement or shifting of the building, or by reason of the partial or total destruction and rebuilding of the building, 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 formal uses and purposes any portions 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 either any other Unit or more than one Unit, presently encroaches or shall hereafter encroach upon any part of any Unit, then 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 no valid easement for any encroachment shall be created in favor of the Owner of any Unit or in favor of the Common Areas and Facilities, if such encroachment is caused by the willful conduct of said Owner.

B. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the Condominium Property, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair and restoration, provided that exercise of this easement, as it affects the individual Units, shall be at reasonable times with reasonable notice to the individual Unit Owners. Any damage resulting to a particular Unit through the provisions of this Item 15 shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

C. Easements Through Walls Within Units. Easements are hereby declared and granted to the Association 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, whether or not such walls be in whole or in part within the Unit boundaries. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antenna and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of the Unit. Any damage resulting to a particular Unit as a result of the easement herein granted to the Association shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

D. Easements for Certain Utilities. The Association may hereafter grant easements on behalf of Unit Owners to entities for utility purposes for the benefit of the Condominium Property. Each Unit Owner hereby grants and the transfer of title to a Unit Owner shall be deemed to grant the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

E. Easements Shall Run With Land. All easements and rights herein described 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 any other person having an interest in said land or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, shall not defeat or fail to reserve said easements, but same shall be deemed conveyed or encumbered along with the Unit.

16. HAZARD INSURANCE

A. Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all Owners and mortgagees, insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", with no coinsurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. In the event such policy contains coinsurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of and the proceeds thereof shall be payable to, the Association for each of the Unit Owners and mortgagees for the purpose set forth in Item 16 in accordance with the percentage ownership in the Common Areas and Facilities set forth in Section A of Item 9, herein. 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 installed fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof, 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.

No Unit Owner may purchase an individual policy of fire and extended coverage insurance for his Unit or his interest in the Common Areas and Facilities as real property. If irrespective of this prohibition, a Unit Owner purchases an individual policy insuring such Unit or interest, said Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance, and such amount of loss shall be a lien on his Unit and enforced in the manner provided for in Section D of Item 20 hereof.

Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice, not less than ten (10) days prior to any expiration or cancellation of such coverage, to any mortgagee or mortgagees of any Unit.

Such policy shall also 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.

If the required insurance coverage under this Section A of Item 16 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 said obligation shall be secured by a special assessment against all Unit Owners under Item 20 of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

B. 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 and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Section G of this Item 16, 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.

C. 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 thereof, unless the Unit Owners shall, within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section G of this Item 16, elect to

withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed 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. 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 and such assessments shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

D. 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 before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Managers deems necessary.

The insurance proceeds and the sums received by the Association from the collection of special assessments against Unit Owners on account of such casualty shall be considered a special construction fund to be disbursed 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 funds.

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 in Section A of Item 16 of this Declaration.

E. Insurance Trustee. At the option of the Declarant, or upon the written request by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units, the Association shall select an Insurance Trustee for the purposes herein set forth.

The Trustee shall be selected by the Association from any bank located in Dayton, Ohio, with trust powers and total assets of more than Fifty Million Dollars (\$50,000,000.00). If such selection is prior to any loss the Association shall make all insurance policies under Section A of this Item 16 payable to such Insurance Trustee, for and on behalf of each of the Unit Owners and mortgagees for the purpose set forth in Item 16 in accordance with the percentage of ownership in the Common Areas and Facilities set forth in Section A of Item 9 herein. All insurance policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

If such selection of an Insurance Trustee is after a loss, the Association shall pay over to the Insurance Trustee any funds received under such insurance policies and resulting from any special assessments against the Unit Owners. Said funds to be held by the Insurance Trustee in accordance with the provisions hereof.

The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their respective mortgagees.

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F. Procedure for Reconstruction or Repair if an Insurance Trustee Has Been Selected. The Insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate; (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work; and (3) that the cost, as estimated by the person signing such certificate, of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and 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.

The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

G. Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owners. In the event of any such sale or a 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.

17. LIABILITY INSURANCE

The Association as a Common Expense shall insure itself, the Board of Managers, all Unit Owners, employees, invitees, agents, tenants, and all persons lawfully in the possession or control of any part of the Condominium Property, 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 destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of

not less than \$500,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$1,000,000.00 in respect to any one occurrence, and to the limit of not less than \$100,000.00 in respect to damage to or destruction of property arising out of any one accident.

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 appertaining thereto.

18. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

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. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers; one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two (2) appraisers.

19. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

A. Abatement and Enjoinment. The violation of any restriction or 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 of the Association attached hereto as Exhibit "B", shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this Section, (i) to enter upon the land or Unit 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 may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers, or its Agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Owner, either by his own conduct or by the conduct of any employee or agent of his, shall violate any of the covenants or restrictions or provisions of this Declaration, or of the By-Laws of the Association attached hereto as Exhibit "B", or the regulations adopted by the Board of Managers of the Association, 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 an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the

Board of Managers against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of 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, and all other expenses of the proceedings, and all such items shall be taxes against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, other than that of the first mortgage, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and 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.

C. Civil Action. Declarant, Developer, Agent, Unit Owner or any person entitled to occupy a Unit of the Condominium Property, is liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of the Condominium Instruments. Any interested person may commence an action for a declaratory judgment to determine his legal relations under the Condominium instruments, or to obtain an injunction against the Declarant, Developer, Agent, Unit Owner or any person entitled to occupy a Unit who refuses to comply or threatens to refuse to comply with a provision of the instruments. One or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the Condominium Instruments may, if necessary to carry out their purpose, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property.

An action by the Unit Owners' Association under this Item 19 may be commenced by the Association in its own name or in the name of its Board of Managers or in the name of its Managing Agent.

20. ASSESSMENTS AND LIEN OF ASSOCIATION

A. General. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities and for the insurance of the Units, 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.

B. Division of Common Profits and Common Expenses. The proportionate shares of the separate Unit Owners of the respective Units in the Common Profits and Common Expenses of the operation of the Condominium Property shall be in accordance with the percentages of interest appurtenant to their respective Units as set forth in Section A of Item 9 hereof.

C. Non-Use of Facilities. No Unit Owner 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.

D. Lien of Association. The Association shall have a lien upon the estate or interest of the Owner in any Unit, and the appurtenant percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a certificate of lien is filed for record in the office of the Recorder of Montgomery County, Ohio, pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit, the name of the record Owner, and the amount of the unpaid portion of the Common Expenses, and shall be subscribed by the President of the Association. The lien is valid for a period of five (5) years from the date of filing, 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 a court in an action brought to discharge the lien as hereinafter provided.

E. Priority of Association's Lien. The lien provided for in Section D of this Item 20 is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President, pursuant to authority given to him by the Board of Managers. In the foreclosure action, the Owner of the Unit affected shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action, the Association, duly authorized by action of its Board of Managers, is entitled to become a purchaser at the foreclosure sale.

F. Dispute as to Common Expenses. Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit for which a certificate of lien has been filed by the Association has been improperly charged against him or his Unit, may commence an action for the discharge of such lien in the Court of Common Pleas for Montgomery County, Ohio.

G. Non-Liability of Foreclosure Sale Purchaser or an Acquirer of Title in Lieu of Foreclosure 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 a foreclosure of any lien or a deed in lieu of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of 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.

H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit other than a conveyance in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Managers of the Association, setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

21. COMBINATION, SUBDIVISION OR REALIGNMENT OF UNITS

A. Unit Owner. Any Unit Owner or Owners shall have the right to divide or otherwise realign Unit or Units owned by such Owner or Owners. Any such division, combination or realignment shall require the written consent of the Board of Managers and shall be in compliance with all governmental laws, codes, ordinances and regulations. The cost of any such division, combination or realignment shall be the responsibility of the Owner or Owners of the Unit or Units undergoing such division, combination or realignment.

B. Declarant. Notwithstanding the provisions above, as long as the Declarant owns a Unit or Units, it shall have the right without further authorization from either the Unit Owners or the Board of Managers to divide, combine or otherwise realign a Unit or Units held by it in order to facilitate their sale. The rights granted the Declarant herein may not be modified or deleted by an amendment to the Declaration or otherwise as long as the Declarant owns a Unit.

C. Restrictions. In no event shall any such division, combination or realignment, whether by a Unit Owner or Owners or by Declarant:

- (1) Alter or diminish the Common Areas and Facilities;
- (2) Alter or diminish the percentage of interest in the Common Areas and Facilities and the voting power or rights of the Units not affected or involved in such division, combination or realignment; and
- (3) Diminish the total percentage of interest in the Common Areas and Facilities, voting power or rights, and share of the Common Expenses previously allocated to the Unit or Units undergoing such division, combination or realignment.

D. Amendments. Any division, combination or realignment within this Item 21 shall become effective upon the recording of a duly executed amendment to the Declaration with the Recorder of Montgomery County, Ohio. Said amendment shall contain and/or be accompanied by the following:

- (1) A drawing or set of drawings as provided in Section 5311.07 of the Ohio Revised Code showing all the particulars of the division, combination or realignment.
- (2) A schedule or statement specifying the percentage of interest in the Common Areas and Facilities, the proportionate share of the Common Surplus and Common Expenses, and the voting power of the Unit or Units resulting from such division, combination or realignment.
- (3) Consent of the Board of Managers where applicable.

22. ADDITIONAL PROPERTY

A. Contemplated Annexation by Declarant. Declarant is the Owner in fee simple of certain real property adjacent to the Condominium Property, said property being hereinafter referred to as the "Additional Property". It is the desire of the Declarant to submit the Additional Property, together with the buildings and other improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the

provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

B. Reservation of Option to Expand. Declarant hereby expressly reserves the option at any time within a period of seven (7) years, commencing on the date this Declaration is filed for record, to take the action so contemplated in submitting all or any part of the Additional Property, which is more particularly described in the metes and bounds description set forth in Section M of this Item, together with the buildings and other improvements to be built thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

C. Option to Renew. The right and reservation of the Declarant to expand the Condominium Property pursuant to this Item may be extended for an additional seven (7) year period, beyond the period specified in Section B of this Item, at the option of the Declarant. Such option must be exercised by the Declarant within six (6) months prior to the expiration of the original seven (7) year period, and consented to by the majority of the Unit Owners, other than Declarant. The only circumstances that will terminate this option to renew prior to the time limits described herein would be the completion of the entire development by the submission of the maximum number of Units to the Condominium.

D. Limitations on Declarant's Option. Unless otherwise specified in this Item, there are no limitations on Declarant's option to annex or add the Additional Property to the Condominium Property. The consent of Unit Owners to annex or add such Additional Property is not required.

E. Additional Property. Declarant, in its absolute discretion, may annex or add all or any part of the Additional Property in whatever quantity, amount, sequence or order that it may determine. There are no limitations on Declarant as to the amount of the Additional Property to be added, the sequencing or order of such additions, nor as to the boundaries or size of such additions.

F. Location and Type of Improvements. Unless otherwise specified in this Item, there are no limitations imposed on Declarant as to the location of any improvements that may be made to any portion of the Additional Property, nor any restrictions as to the type and amount of improvements which must or may be made on the Additional Property by Declarant.

G. Structures. The structures to be constructed on the Additional Property shall be compatible with the existing structures on the Condominium Property in terms of quality of construction. The structures to be constructed on the Additional Property need not be compatible with the existing structures on the Condominium Property in terms of principal materials used, architectural style, size or elevation.

H. Units. There will be a maximum of thirty-one (31) Units constructed on the Additional Property, with a density not to exceed seven (7) Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Item, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

I. Limited Common Areas and Facilities. Declarant reserves the right to designate any portion of the Additional Property as Limited Common Areas and Facilities for the use and enjoyment of any Unit or Units to be constructed thereon.

J. Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration, in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as (1) to include any or all of the Additional Property and the Improvements which may be constructed thereon as part of the Condominium Property, (2) to include descriptions of buildings constructed on said real estate and to add drawings thereof to the appropriate exhibits hereto, and (3) to provide that the Owners of Units in the buildings will have an interest in the Common Areas and Facilities of the Condominium Property, and to amend Item 9 so as to establish percentages of interest in the Common Areas and Facilities which the Owners of all Units within the buildings on the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate fair market value of all of the Units within the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

K. Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the Owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Item 22, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in Section K of this Item 22, and 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 said provisions.

L. Power of Attorney Coupled With an Interest. Each Unit Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney in the event that the Declarant exercises the rights reserved above, to add to the Condominium Property additional property to execute, acknowledge and record for and in the name of such Unit Owner an amendment of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment.

M. Description. The additional property is described in Exhibit "C" attached hereto.

23. MISCELLANEOUS PROVISIONS

A. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and 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 Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

B. Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants and other rights,

benefits, privileges, impositions and obligations declared herein to run with the land or any Unit, shall terminate and be of no further force nor effect.

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

D. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, 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.

E. 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 and other documents permitted or required by this Declaration or the By-Laws attached hereto as Exhibit "B", to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed, and a copy of any lien filed by the Association.

F. That so long as said Declarant, its successors and assigns own one or more of the Units established and described herein, said Declarant, its successors and assigns shall be subject to the provisions of this Declaration and of the exhibits attached hereto; and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

G. Unless otherwise provided in this Declaration or by statute, 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 by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit "B", or in Declarant's capacity as Developer, contractor, Owner, 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 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 utility services.

H. The heading of each Item and to each Section hereof, is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

I. 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.

J. Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Developer will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium is assumed by the Unit Owner's Association.

K. The Developer will assume the rights and obligations of a Unit Owner in its capacity as Owner of Condominium Ownership Interests not yet sold, including without limitation the obligation to pay Common Expenses, including reserves, attaching to such Interests from the date the Declaration was filed for record.

L. Notwithstanding any provision of this Declaration or the By-Laws which are attached hereto as Exhibit "B", the Declarant hereby reserves the right and power, and each Unit Owner by acceptance of a deed is deemed to, and does give and grant to Declarant, a power of attorney, which right and power is coupled with an interest and runs with title to the Unit and is irrevocable for a period of two (2) years from the filing date hereof, to amend this Declaration and any of its exhibits, and to execute any and all documents deemed necessary or desirable by Declarant to conform to requirements of any lending institution in order to issue a mortgage loan, or to correct scrivener or typographical mistakes.

IN WITNESS WHEREOF, the aforesaid instrument has been executed this 17 day of Sept, 1982, by THE FIRST NATIONAL BANK, Dayton, Ohio, a National Banking Association.

Signed and acknowledged
in the presence of:

THE FIRST NATIONAL BANK

Cynthia L. Perkins

By: John E. Stinson

Its VICE PRESIDENT

Hans H. Soltau

By: Thomas Flynn

Its ASST. VICE PRESIDENT

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 17 of Sept, 1982, by JOHN E. STINSON, VICE PRESIDENT, and THOMAS FLYNN, ASST. VICE PRESIDENT of THE FIRST NATIONAL BANK, Dayton, Ohio, a National Banking Association, on behalf of the Association.

Hans H. Soltau
Notary Public

HANS H. SOLTAU, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

7-15 10:30 AM - 11:00 AM
Registration for the conference is open
and is being held in the
main hall of the hotel.

APPROVED FOR DESCRIPTION AND OWNERSHIP
[Signature]
FRED E. FRECKER, P.E., P.S., ENGINEER
J. TAYLOR
CHECKED BY
DATE
10-5-82
10-5-82

THOMAS L. LIND ABBOTT, INC.

Wm. F. B. Brown

人

卷之四

25 JUL 1964

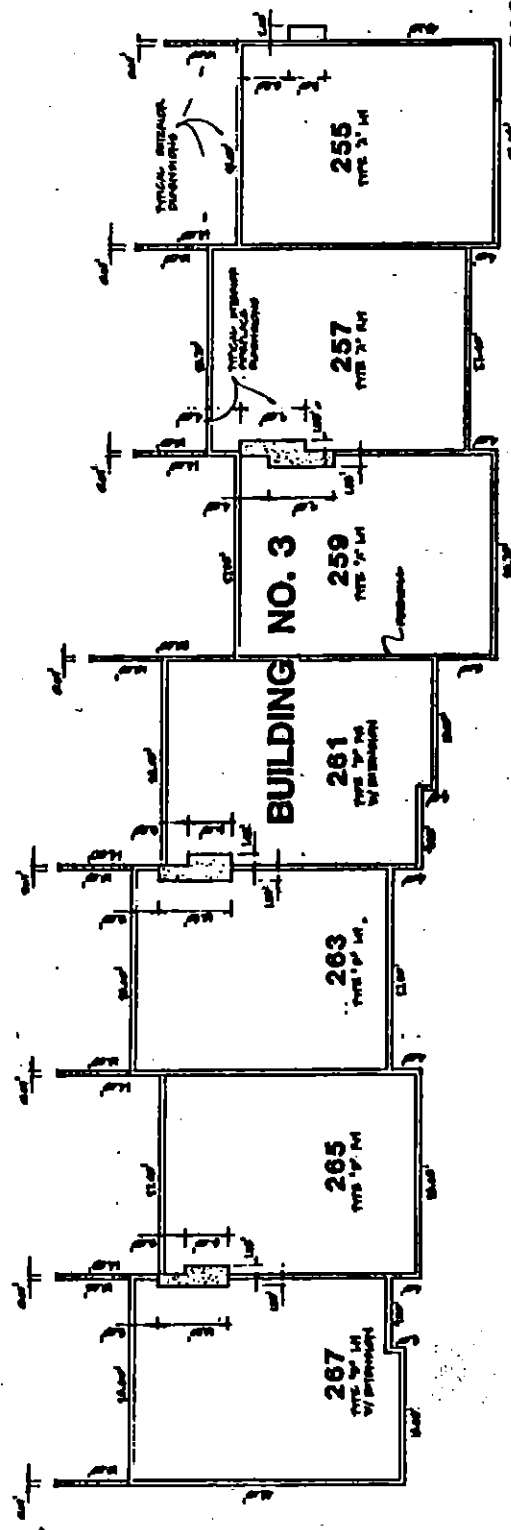
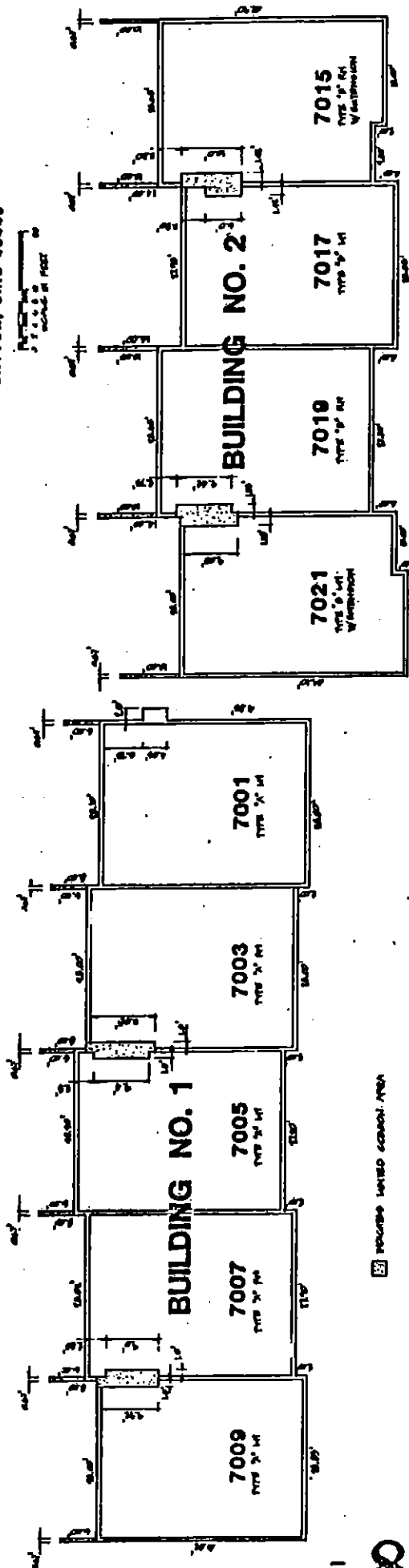
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82 411C05

FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
2788 ORCHARD RUN ROAD
DAYTON, OHIO 45449



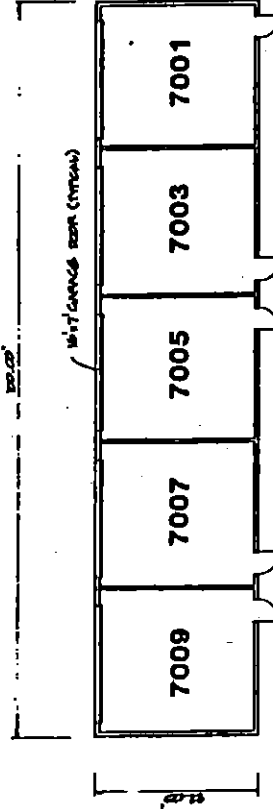
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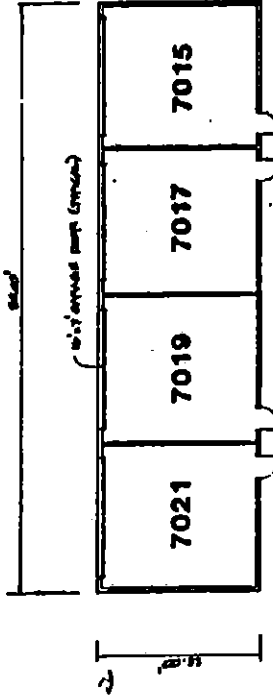
SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
2769 ORCHARD RUN ROAD
DAYTON, OHIO 45449

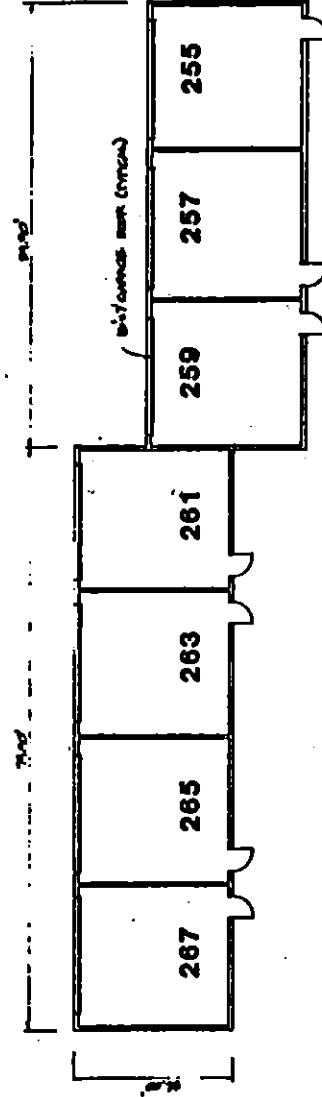
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1" = 20'-0"
1" = 40'-0"



BUILDING A (GARAGE)



BUILDING B (GARAGE)



BUILDING C (GARAGE)

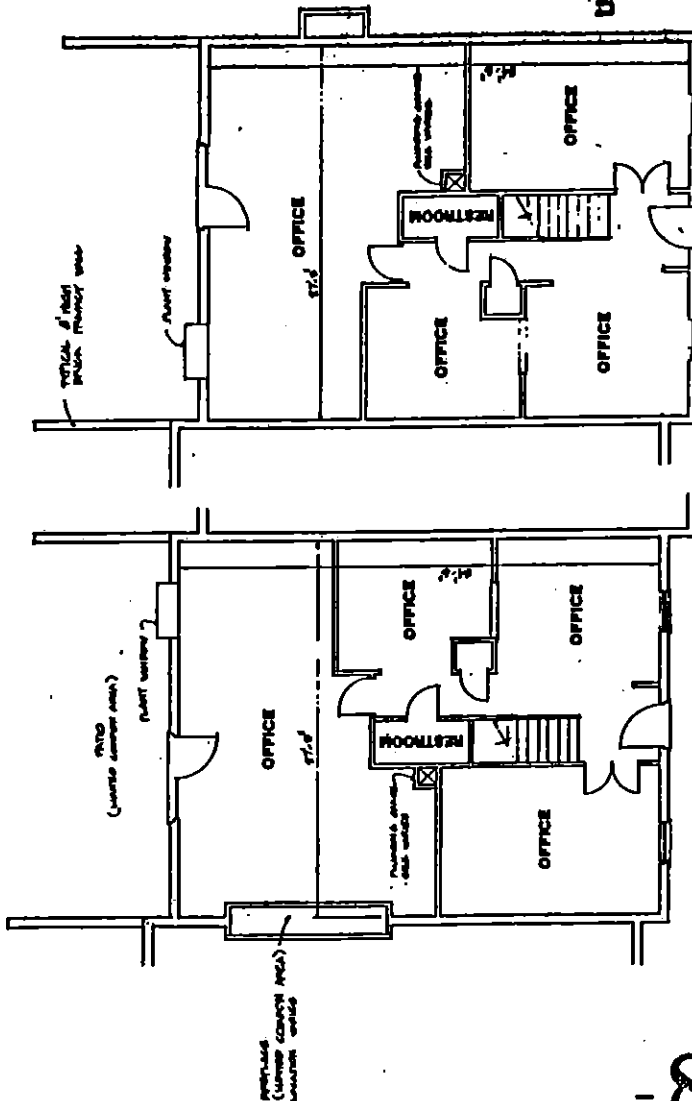
82 411C07

FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
3788 ORCHARD RUN ROAD
DAYTON, OHIO 45448

0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'
SCALE IN FEET

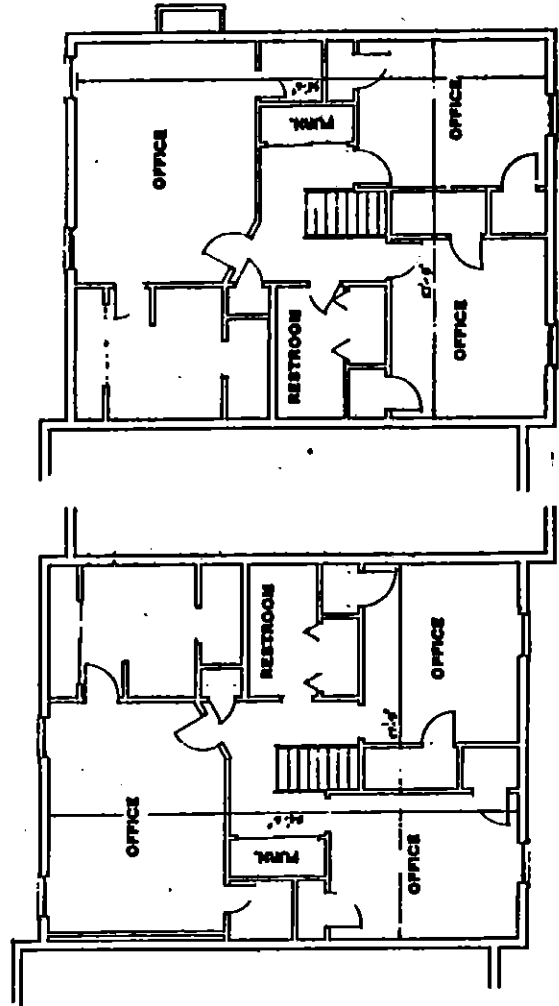


UNIT TYPE "A" RH
1ST FLOOR

BASEMENT NO. 1 - 2000
BASEMENT NO. 2 - 2007
BASEMENT NO. 3 - 2017

UNIT TYPE "A" LH
1ST FLOOR

BASEMENT NO. 1 - 2000
BASEMENT NO. 2 - 2007
BASEMENT NO. 3 - 2017



UNIT TYPE "A" RH
2ND FLOOR

UNIT TYPE "A" LH
2ND FLOOR

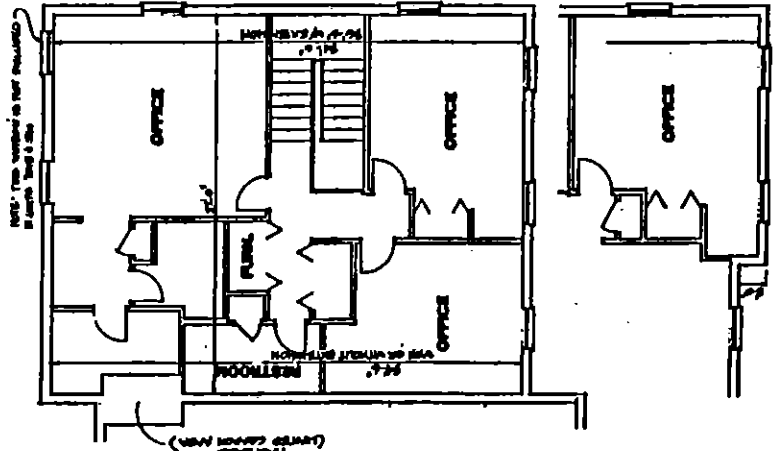
FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
2788 ORCHARD RUN ROAD
DAYTON, OHIO 45449

1" = 10'-0"
1" = 10'-0"
1" = 10'-0"

UNIT TYPE "B" RH
2ND FLOOR
WITH & WITHOUT EXTENSION



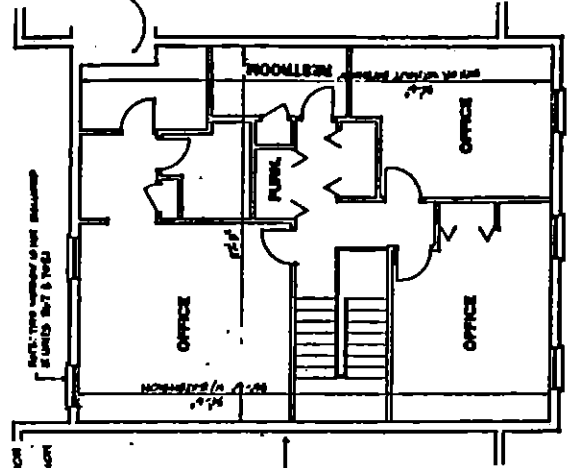
UNIT TYPE "B" RH
1ST FLOOR
WITH & WITHOUT EXTENSION

PULLING NO 8 - 2015 w/extension
PULLING NO 9 - 2014
PULLING NO 10 - 2014 w/extension
PULLING NO 11 - 2014

UNIT TYPE "B" LH
1ST FLOOR

PULLING NO 2 - 2017
PULLING NO 3 - 2017 w/extension
PULLING NO 4 - 2017
PULLING NO 5 - 2017 w/extension

UNIT TYPE "B" LH
2ND FLOOR

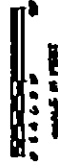


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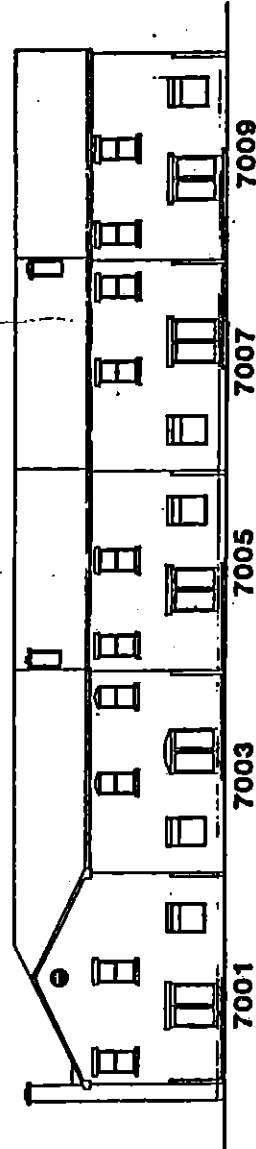
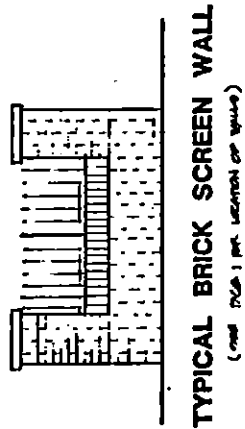
FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

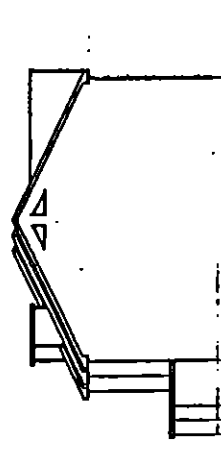
PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
2788 ORCHARD RUN ROAD
DAYTON, OHIO 45448



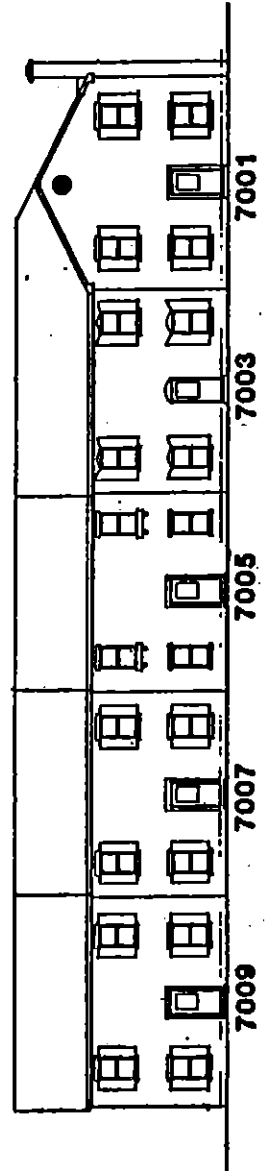
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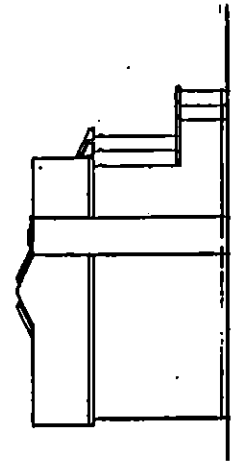
REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION



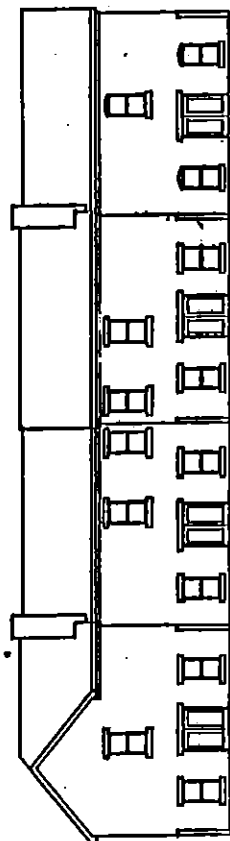
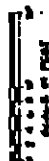
RIGHT ELEVATION

FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

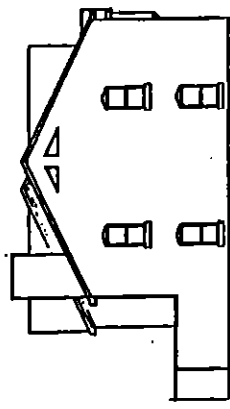
BUILDING NO. 2

PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
2768 ORCHARD RUN ROAD
DAYTON, OHIO 45448

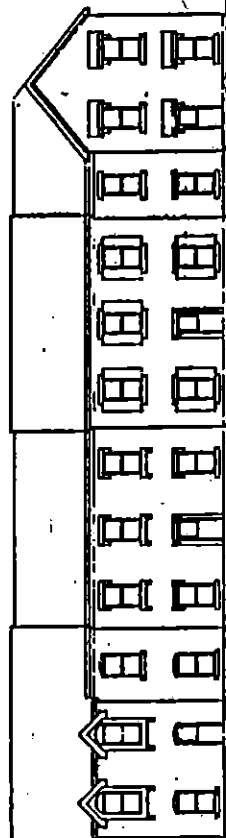


7015 7017 7019 7021

REAR ELEVATION

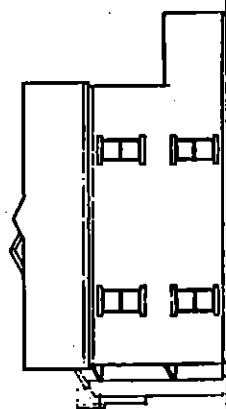


LEFT ELEVATION



7021 7019 7017 7015

FRONT ELEVATION



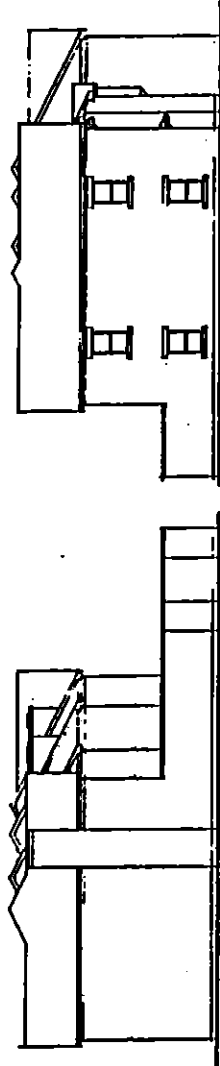
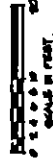
RIGHT ELEVATION

82 411C11

FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

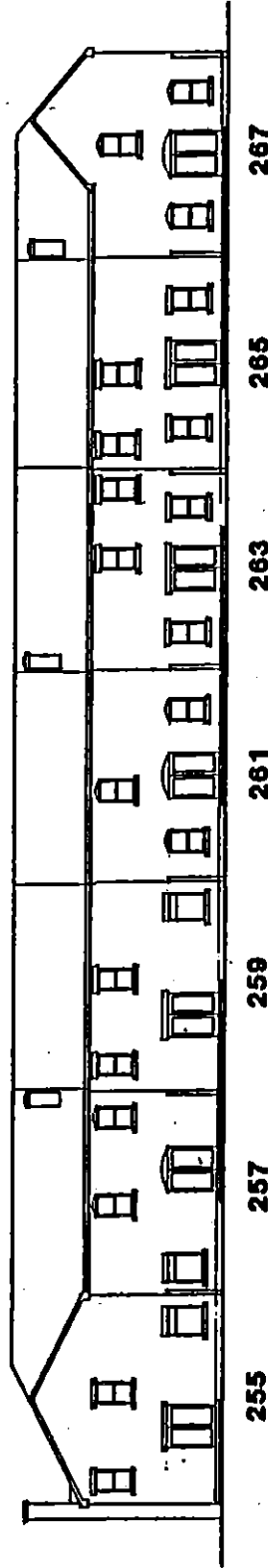
PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
3700 ORCHARD RUN ROAD
DAYTON, OHIO 45449



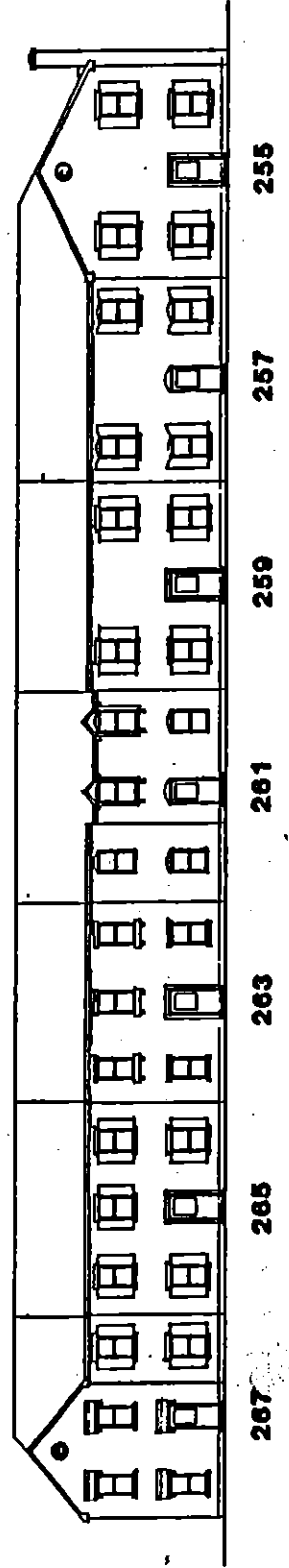
RIGHT ELEVATION

LEFT ELEVATION

BUILDING NO. 3



REAR ELEVATION



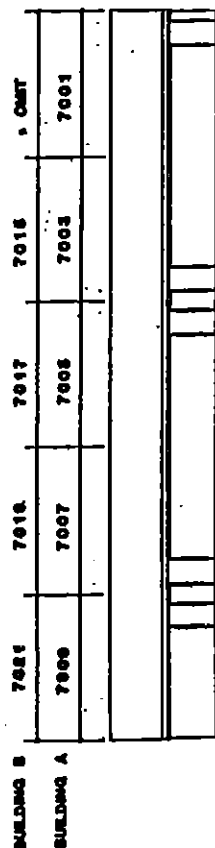
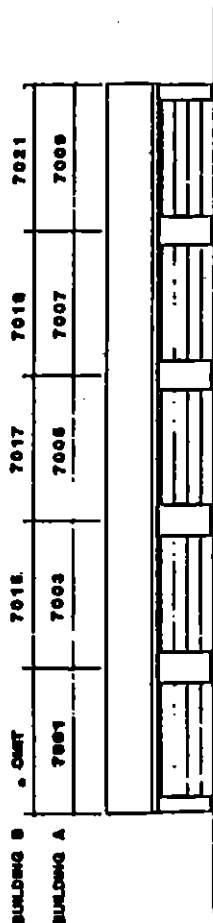
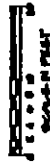
FRONT ELEVATION

82 411C12

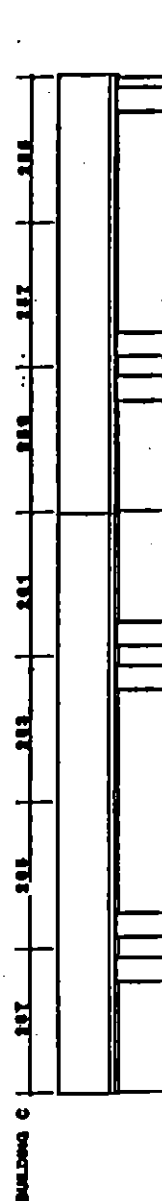
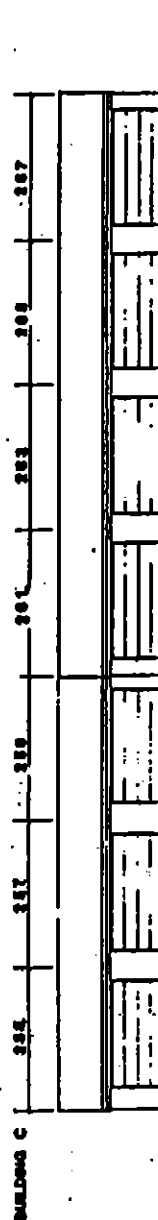
FAR HILLS OFFICE CONDOMINIUM

SECTION 25, TOWN 2, RANGE 6 M.R.S.
WASHINGTON TOWNSHIP MONTGOMERY COUNTY, OHIO

PREPARED BY:
THOMAS L. EDGE ARCHITECT, INC.
8788 ORCHARD RUN ROAD
DAYTON, OHIO 45424



END ELEVATION



END ELEVATION

GARAGE BUILDING NO. 3