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VILLAGE AT WILLOW CREEK 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.

MAR 9 1988
 Date: _____, 1988

Montgomery County Auditor

Dana A. Stamps

By _____
 Deputy

This document prepared by:

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 A LEGAL PROFESSIONAL ASSOCIATION
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 CINCINNATI, OHIO 454202

1988 MAR -9 PM 2: 27
 TRANSFERRED
 DANA A. STAMPS
 MONT. COUNTY AUDITOR

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VILLAGE AT WILLOW CREEK CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that

A. Hills Building and Construction Services No. 3, Inc., an Ohio corporation formerly known as the Village of Woodcreek, Inc. ("Declarant"), is the owner in fee simple of Parcel 1 described in Exhibit A attached hereto and made a part hereof ("Parcel 1"), and Parcel 2 described in Exhibit B attached hereto and made a part hereof ("Parcel 2"); 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 Willow Creek 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-8 and made a part hereof, and in the By-Laws of the Village at Willow Creek Condominium Owners' Association 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 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, 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 sixty (60) residential units, which units are hereby divided into sixty (60) separately designated and legally described freehold estates, hereinafter sometimes described and referred to as "units". All of the units have two bedrooms and two full baths.

All of the buildings of the Condominium will be constructed principally of wood, glass, brick veneer, concrete, vinyl siding, drywall, plywood, 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.

*Common
& Facilities*

All units contain two (2) bedrooms, two (2) bathrooms and have 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 balance of the Condominium Property which may include, without limitation thereto, sidewalks, patios, the uncovered parking spaces, driveways, roadways, balconies, walkways, the swimming pool, bathhouse, lake, tennis courts, 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 the ("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 actual 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 guests' parking.

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-8. Said set of drawings was prepared by and bears the certified statement of William J. Schindler, registered engineer, and Thomas Poliquin, registered surveyor, as required by Section 5311.07, Ohio Revised Code. The separate drawings comprising said set are hereinafter referred to by reference to the exhibit page designations thereon. These drawings may be amended pursuant to the provisions of Article X hereof when and if any part or all of Parcel 2 together with any improvements thereon is added to the Condominium Property.

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over
1st part unit
Inside In*

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-8, 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, any community and recreational facilities, 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-8 and/or pursuant to rules and regulations adopted by the Board of Managers of the Village at Willow Creek Condominium Owners' Association (the "Board of Managers" or "Board") from time to time (the "Rules and

Regulations"). 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 Willow Creek 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 and 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, 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 par value of each unit by the total par values of all units subject to this Declaration as of the date of filing same 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 X 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:

| <u>UNIT NO.</u> | <u>MODEL</u> | <u>DESCRIPTION</u> | <u>APPROX. SQ. FT.</u> | <u>PAR VALUE</u> | <u>% OF INTEREST IN THE COMMON AREA</u> |
|-----------------|--------------|--------------------|------------------------|------------------|---|
| 15201 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15202 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15203 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15204 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15205 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15206 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15207 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15208 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15101 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15102 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15103 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15104 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.66% |
| 15105 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15106 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15107 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15108 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15109 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 151010 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 151011 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 151012 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.66% |
| 15001 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15002 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15003 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15004 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15005 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15006 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15007 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15008 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14011 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14012 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14013 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14014 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14015 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14016 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14017 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14018 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |

| | | | | | |
|-------|---|-------------------|-----|-------|-------|
| 14111 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14112 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14113 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14114 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 14115 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14116 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14117 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 14118 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15011 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15012 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15013 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15014 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15015 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15016 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15017 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15018 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15111 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15112 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15113 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15114 | A | 2BR-2Bath-Patio | 987 | 10.00 | 1.67% |
| 15115 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15116 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15117 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |
| 15118 | A | 2BR-2Bath-Balcony | 987 | 10.00 | 1.67% |

60

59,220 6,000.00 100.00%

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 and Construction Services No. 3, Inc. prior to the Grantee Turnover Date as that term is hereinafter defined. After the Grantee Turnover Date, the term Declarant shall mean any party to which the Declarant has conveyed all its right, title and interest in and to the Condominium Property and Parcel 2. Such conveyance shall be deemed to be in assignment of all the Declarant's rights hereunder, unless a contrary intention is expressly stated in the instrument of conveyance. The "Grantee Turnover Date" shall be the date when the above-described conveyance is recorded in the Montgomery County, Ohio Recorder's office.

1.3.5 Community and Recreational Facilities. Declarant may, but is not required to, construct recreational facilities on Parcel 2 if Declarant determines to do so in its sole and absolute discretion. Even if Declarant constructs such additional recreation facilities, Declarant is not required to submit them to this Declaration.

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 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 two hundred seventy-two (272) families or family-sized groups ("Families") (including Families occupying units on 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 and 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 and 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 and 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 to 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 party of a unit), 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 67% of the total voting power in the Association and of Eligible Mortgagees holding first mortgages on units having not less than 51% of the total voting power of all units on which an Eligible Mortgage exists ("Required Eligible 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 all maintenance, 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 actual 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, all patios and grassy or planting areas; storage areas; chimneys, if any, dryer vents; 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 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 said 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 shall be adequate to convey the fee simple title thereto 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 said 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 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 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 utility facilities or quasi-utility services to the Condominium 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 such unit owner, such instruments as may be necessary to effectuate the foregoing. The Declarant may assign these easement rights to any public utility, 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 non-exclusive right of ingress and egress on, over, and across the driveway located on Parcel 2, which driveway extends from Bigger Road 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 Parcel 2 (or the part thereof upon which the Driveway is located) is subjected to the Declaration, and upon 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 in order 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 or quasi-utility services to part or all of Parcel 1 and Parcel 2, and to enter upon the Condominium Property to the extent necessary in order 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 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 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 immediately preceding sentence 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 under Section 4.3. Declarant hereby reserves an easement to use any community or recreational facilities located on the Condominium Property with the right to 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 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 the Association is established or upon the date when the Declarant owns fewer

than 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 two hundred seventy-two (272) 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.

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 Owner's Association

3.1 Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called "Village at Willow Creek Condominium Owners' Association, Inc." (hereinafter 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 Stephen Guttman, whose address is 1400 Lake Point Way, 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 the 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 or 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 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 an 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.

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 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. 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 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, 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, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property. The right is reserved by the Declarant or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units and 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. In addition, the right is hereby given the Association, any mortgagee of a unit who acquires title to such unit either by deed in lieu of foreclosure or at a foreclosure sale, or their respective representatives to place "For Sale" or "For Rent" signs on any unit or on the Condominium Property, for the purpose of facilitating the disposal of units by the Association or by any such mortgagee. 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.

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.

This needs to be enforced!

4.14 Nondiscrimination. No 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 not 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 the Condominium Property 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 sureties 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 par value of each unit. 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.

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 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, other than deed 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 or his 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 such grantee nor such first mortgagee shall 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.

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 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 said 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 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 owners holding not less than 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 not less than 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 arbitrators shall select a third arbitrator not more than five (5) days after their appointment, and the three 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 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

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 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, and by him recorded. 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 X

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 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 identical 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 two hundred seventy-two (272) 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, 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. However, 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. The Declarant has no obligations to construct or, even if constructed, to add to the Condominium Property any common facilities. 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 immediately preceding paragraph, Declarant hereby reserves the right at any time within a period of seven (7) years (the "Development Period"), 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, 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 identical 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 so as (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 of the Condominium Property; (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 so as to establish the percentage 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 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 X, and shall uniformly reallocate the interests of units previously submitted when additional property is added under this Article X. 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 XI

Amendment of Declaration and By-Laws

11.1 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 above-described seven-year 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 owners' 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 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 11.1 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 11.1 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 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 11.1 to be effective.

11.2 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 X and in Section 11.1 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 or By-Laws, Rule or Regulation, including but not limited to: (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; or (c) adversely affecting the Developer's sale or leasing of any units; or (d) otherwise adversely affect 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 X or Article XI 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, said 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 XII

Remedies for Breach of Covenants and Regulations

12.1 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 in accordance with Section 4.15 hereof.

ARTICLE XIII

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 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 XIV

Miscellaneous Provisions

14.1 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.

14.2 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.

14.3 The invalidity of any covenant, restriction, conditions, 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.

14.4 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 Herbert B. Weiss and Steven H. Schreiber.

14.5 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) 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.

14.6 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 representative's) 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 or for any improvements made or provided by it in the Condominium other than as expressly stated in such warranties.

14.7 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 acknowledgement 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.

14.8 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.

14.9 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.

14.10 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 24th of February, 1988.

Signed and Acknowledged
In The Presence Of:

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

Stan B. Schell

BY: Stephen G. Hartman, President

Cherie M. Adams

NOTIONA LINDO INOW
MONT. COUNTY AUDITOR
DANA A. STAMPS

1988 MAR -9 PM 2-28

TRANSFERRED

STATE OF OHIO

COUNTY OF HAMILTON

)
) SS:
)

The foregoing instrument was acknowledged before me this 24th day of February, 1988, by Stephen Duttman, President of Hills Building and Construction Services No. 3, Inc., an Ohio corporation, on behalf of the corporation.

Cherie M Adams
Notary Public

This instrument prepared by:

Steven H. Schreiber, Esq.
Smith & Schnacke
A Legal Professional Association
2900 DuBois Tower
Cincinnati, Ohio 45202

CHERIE McADAMS
Notary Public, State of Ohio
My Commission Expires March 7, 1992

1988 MAR -9 PM 7:28
DANA A. STAMPS
MONT. COUNTY AUDITOR
TRANSFERRED



LOCKWOOD, JONES & BEALS, INC.

CIVIL AND STRUCTURAL ENGINEERS

EXECUTIVE EAST BUILDING
1563 East Dorothy Lane • Dayton, Ohio 45429-3881
(513) 293-6967 • FAX (513) 293-5850

Exhibit A
Phase I, Parcel I - Tract B, 1.973 Acres
City of Centerville
Montgomery County, Ohio

Situate in Section 20, Town 2, Range 6, M.R.S., City of Centerville, County of Montgomery, State of Ohio and being part of a 57.297 acre tract of Hills Building & Construction Services No. 3, Inc., formerly Village of Wood Creek, Inc., as recorded in Microfiche 86-0785A05 of the Montgomery County Deed Records and described as surveyed by Lockwood, Jones & Beals, Inc. in June of 1987 with bearings based upon the centerline of Bigger Road as shown in the State of Ohio Right-of-Way Plans as follows;

Commencing for reference at an iron pin (set) at the intersection of the south right-of-way of Cloyo Road and the west right-of-way of Bigger Road, said iron pin being 63.70 feet south of the centerline of Cloyo Road and 45.00 feet west of the centerline of Bigger Road; thence, with the west right-of-way of Bigger Road, South 4°-47'-15" West 802.46 feet to an iron pin (set), being the true point of beginning for this description;

Thence, continuing with the west right-of-way of Bigger Road, South 4°-47'-15" West 216.67 feet to an iron pin (set);

Thence, with a new division line, on the following five (5) courses;

South 86°-37'-35" West 363.60 feet to an iron pin (set);

North 0°-42'-25" East 157.40 feet to an iron pin (set);

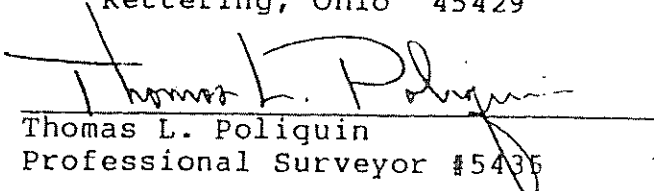
North 4°-47'-15" East 79.88 feet to an iron pin (set);

North 86°-37'-35" East 221.24 feet to an iron pin (set);

South 85°-12'-45" East 152.12 feet to the point of beginning, containing 1.973 acres subject to all legal highways and easements of record.

Prepared by: Lockwood, Jones & Beals, Inc.
1563 E. Dorothy Lane
Kettering, Ohio 45429

By


Thomas L. Poliquin
Professional Surveyor #5436

Revised
March 9, 1988

MEAD TOWER OFFICE:
Courthouse Plaza N.E.
Dayton, Ohio 45402 • (513) 228-6842

DEED 88-0124 B07

GREATER CINCINNATI OFFICE:
2643 Crescent Springs Road
Covington, Ky., 41017 • (606) 331-1079



LOCKWOOD, JONES & BEALS, INC.

CIVIL AND STRUCTURAL ENGINEERS

EXECUTIVE EAST BUILDING

1563 East Dorothy Lane • Dayton, Ohio 45429-3881
(513) 293-6967 • FAX (513) 293-5850

Exhibit A

Phase I, Parcel I - Tract A, 3.134 Acres
City of Centerville
Montgomery County, Ohio

Situate in Section 20, Town 2, Range 6, M.R.S., City of Centerville, County of Montgomery, State of Ohio and being part of a 57.297 acre tract of Hills Building & Construction Services No. 3, Inc., formerly Village of Wood Creek, Inc., as recorded in Microfiche 86-0785A05 of the Montgomery County Deed Records and described as surveyed by Lockwood, Jones & Beals, Inc. in June of 1987 with bearings based upon the centerline of Bigger Road as shown in the State of Ohio Right-of-Way Plans as follows;

Commencing for reference at an iron pin (set) at the intersection of the south right-of-way of Clyo Road and the west right-of-way of Bigger Road, said iron pin being 63.70 feet south of the centerline of Clyo Road and 45.00 feet west of the centerline of Bigger Road; thence, with the west right-of-way of Bigger Road, South 4°-47'-15" West 435.06 feet to an iron pin (set), being the true point of beginning for this description;

Thence, continuing with the west right-of-way of Bigger Road, South 4°-47'-15" West 276.86 feet to an iron pin (set);

Thence, with a new division line, on the following four (4) courses;

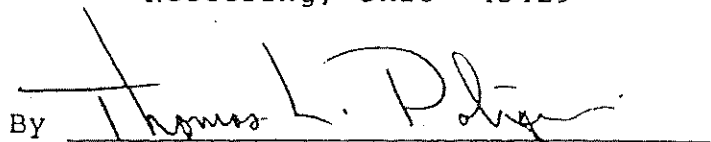
North 85°-12'-45" West 498.91 feet to an iron pin (set);

North 0°-38'-51" East 66.73 feet to an iron pin (set);

North 11°-55'-43" East 211.95 feet to an iron pin (set);

South 85°-12'-45" East 477.38 feet to the point of beginning, containing 3.134 acres subject to all legal highways and easements of record.

Prepared by: Lockwood, Jones & Beals, Inc.
1563 E. Dorothy Lane
Kettering, Ohio 45429

By 
Thomas L. Poliquin
Professional Surveyor #5485

Revised
March 9, 1988

MEAD TOWER OFFICE:
Courthouse Plaza N.E.
Dayton, Ohio 45402 • (513) 228-6842

DEED 88-0124 B08

GREATER CINCINNATI OFFICE:
2643 Crescent Springs Road
Covington, Ky., 41017 • (606) 331-1079



LOCKWOOD, JONES & BEALS, INC.

CIVIL AND STRUCTURAL ENGINEERS

EXECUTIVE EAST BUILDING

1563 East Dorothy Lane • Dayton, Ohio 45429-3881
(513) 293-6967 • FAX (513) 293-5850

Exhibit B

Parcel II - Expansion Property, 25.106 Acres
City of Centerville
Montgomery County, Ohio

Situate in Section 20, Town 2, Range 6, M.R.S., City of Centerville, County of Montgomery, State of Ohio and being part of a 57.297 acre tract of Hills Building & Construction Services No. 3, Inc., formerly Village At Wood Creek, Inc. as recorded in Microfiche 86-0785A05 of the Montgomery County Deed Records and described as surveyed by Lockwood, Jones & Beals, Inc., in June of 1987 with bearings based upon the centerline of Bigger Road as shown in the State of Ohio Right-of-Way Plans as follows;

Beginning at an iron pin (set) at the intersection of the south right-of-way of Clyo Road and the west right-of-way of Bigger Road, said iron pin being 63.70 feet south of the centerline of Clyo Road and 45.00 feet west of the centerline of Bigger Road;

Thence, with the west right-of-way of Bigger Road,
South 4°-47'-15" West 435.06 feet to an iron pin (set);

Thence, with a new division line on the following four (4) courses;

North 85°12'45" West 477.38 feet to an iron pin (set);

South 11°55'43" West 211.95 feet to an iron pin (set);

South 0°38'51" West 66.73 feet to an iron pin (set);

South 85°12'45" East 498.91 feet to an iron pin set in the west right-of-way of Bigger Road;

Thence with the west right-of-way of Bigger Road South 4°47'15" West 90.54 feet to an iron pin (set);

Thence on a new division line on the following five (5) courses;

North 85°12'45" West 152.12 feet to an iron pin (set);

South 86°37'35" West 221.24 feet to an iron pin (set);

South 4°47'15" West 79.88 feet to an iron pin (set);

South 0°42'25" West 157.40 feet to an iron pin (set);

North 86°37'35" East 363.60 feet to an iron pin set in the west right-of-way of Bigger Road;

Thence with said west right-of-way South 4°47'15" West 432.11 feet to an iron pin (set);

Thence with a new division line on the following five (5) courses;

North 85°-12'-45" West 90.00 feet to an iron pin (set);

North 44°-12'-45" West 320.00 feet to an iron pin (set);

North 54°-12'-45" West 145.00 feet to an iron pin (set);

North 61°-56'-51" West 384.66 feet to an iron pin (set);

North 71°-31'-42" West 375.98 feet to an iron pin (set) in the west line of said 57.297 acre tract;

Thence, with the west line of said 57.297 acre tract, North 4°-14'-16" East 793.43 feet to an iron pin (set) in the south right-of-way line of Clyo Road;

Thence, with the south right-of-way line of Clyo Road, North 79°-17'-58" East 15.40 feet to an iron pin (set);

Thence, continuing with the south right-of-way line of Clyo Road, on a curve to the right (radius = 4047.56', central angle = 15°-29'-42", chord = 1091.28', chord bearing = N 87°-02'-24" E) 1094.62 feet, measured on the arc, to an iron pin (set);

Thence, continuing with the south right-of-way of Clyo Road, South 85°-12'-45" East 50.94 feet to an iron pin (set);

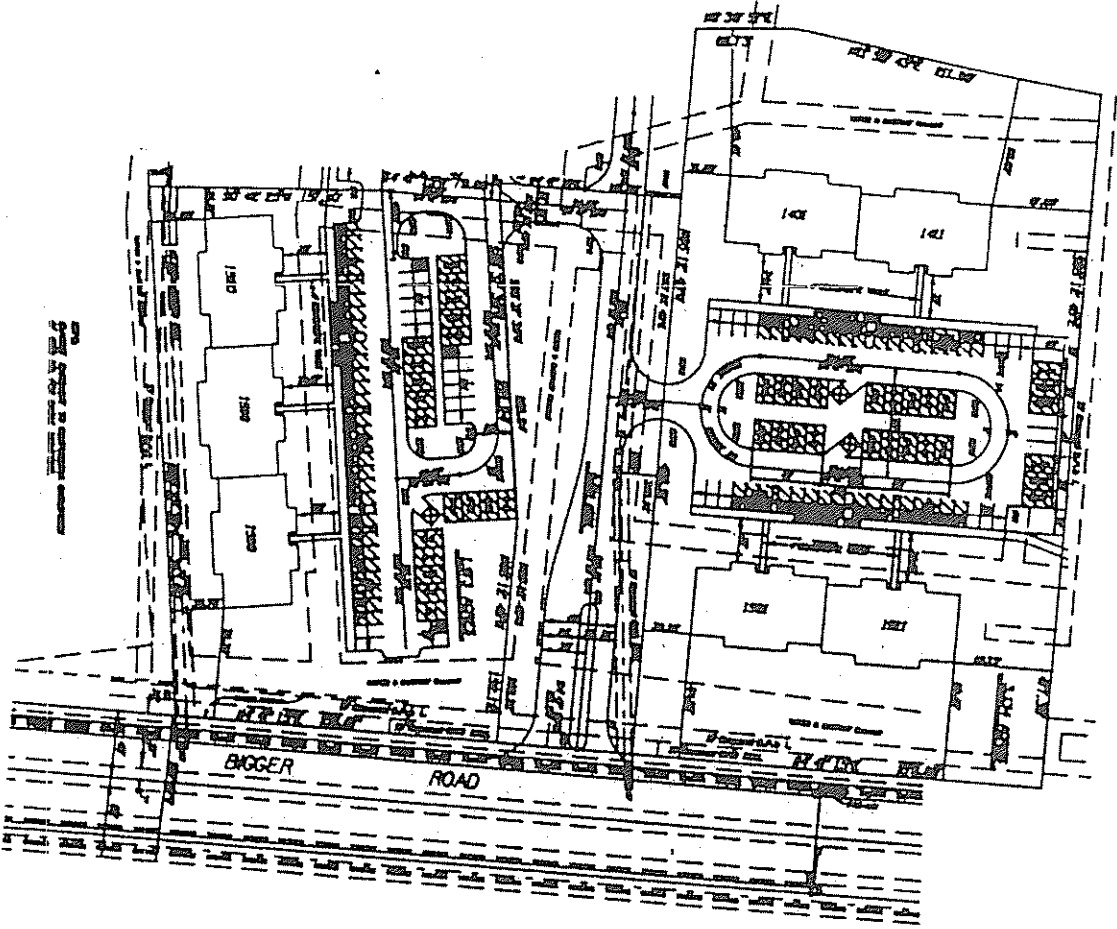
Thence, continuing with said right-of-way, South 4°-47'-15" West 18.70 feet to an iron pin (set);

Thence, continuing with said right-of-way, South 85-12'-45" East 35.00 feet to the point of beginning containing 25.106 acres subject to all highways and easements of record.

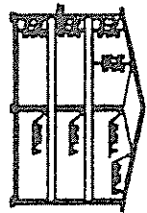
Prepared by: Lockwood, Jones & Beals, Inc.
1563 E. Dorothy Lane
Kettering, Ohio 45429

By: Thomas L. Poliquin
Thomas L. Poliquin
Professional Surveyor 15435

Revised
March 9, 1988

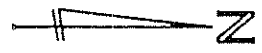


VICINITY MAP



ELEVATION SECTION
SEE PLAN

ISSUED
 FEB 23 1988
 LOCKWOOD, JONES
 & BEALS



William L. Jones
 William L. Jones

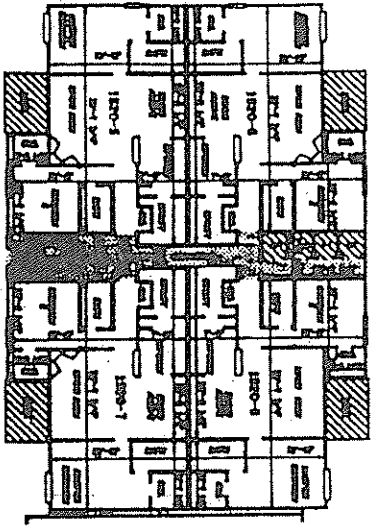
THE ENGINEERING AND ARCHITECTURE FIRM THAT
 THE ABOVE DRAWING ACCOMPANIES IS
 THE DESIGNER OF CONSTRUCTION.

LIMITED GUARANTEE AREA

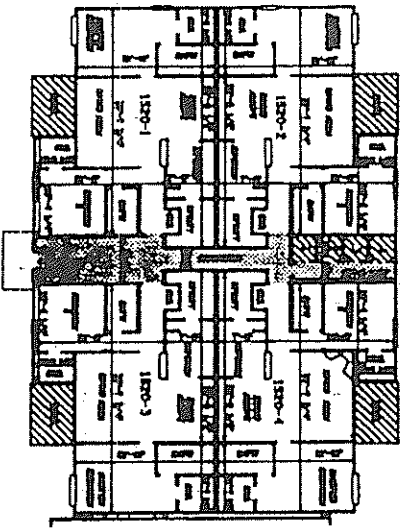


NOTES:
 DIMENSIONS LOCATING BUILDING FROM PROPERTY LINE
 ARE AT RIGHT ANGLES TO THE PROPERTY LINE.

| | |
|-------------------------|-------------------------|
| VILLAGE AT WILLOW CREEK | |
| CONDOMINIUMS | |
| OWNER AND ARCHITECT | LOCKWOOD, JONES & BEALS |
| DATE | FEB 23 1988 |
| SCALE | AS SHOWN |
| PROJECT NO. | 88-0124 |
| DATE | FEB 23 1988 |



SECOND FLOOR



FIRST FLOOR

| BLDG DRWG - 1520 | | | | | | | | | |
|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| UNIT | REAR | FRONT | LEFT | RIGHT | AREA | AREA | AREA | AREA | AREA |
| 1520-1 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-2 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-3 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-4 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-5 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-6 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-7 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-8 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-9 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |
| 1520-10 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 | 577.42 |

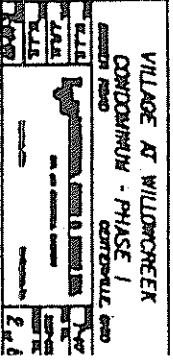
THE UNDERSIGNED HEREBY CERTIFY THAT THE WITHIN DRAWING ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED.

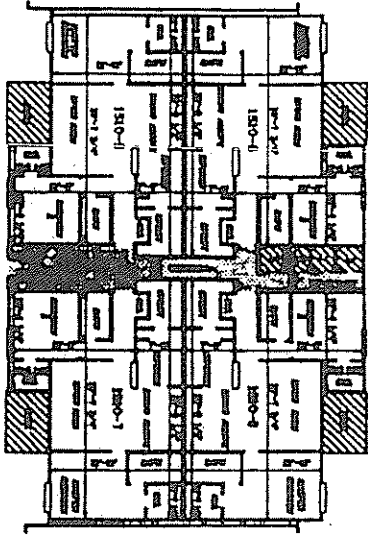
DEED 88-0124 B12

ISSUED
FEB 29 1988
LOCKWOOD, JONES
& BEALS

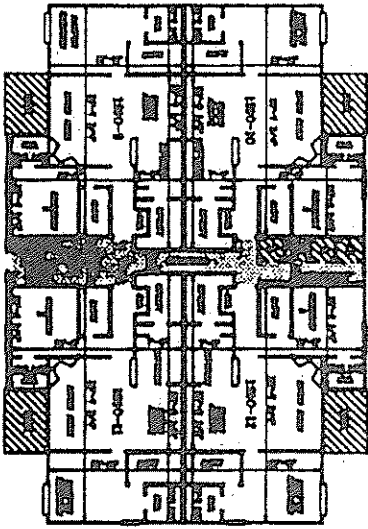
William A. Jones
REGISTERED ENGINEER
Thomas L. Jones
REGISTERED SURVEYOR

LIMITED COMMON AREA
COMMON AREA

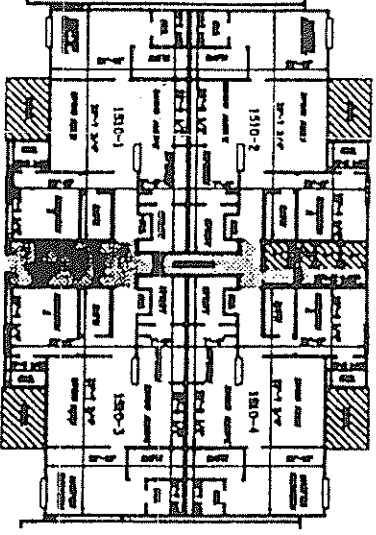




SECOND FLOOR



THIRD FLOOR




FIRST FLOOR

BUILDING - 1510

| UNIT | AREA | PERM. | CONSTR. | PERM. | CONSTR. | PERM. | CONSTR. |
|---------|---------|---------|---------|---------|---------|---------|---------|
| 1510-1 | 1510-1 | 1510-1 | 1510-1 | 1510-1 | 1510-1 | 1510-1 | 1510-1 |
| 1510-2 | 1510-2 | 1510-2 | 1510-2 | 1510-2 | 1510-2 | 1510-2 | 1510-2 |
| 1510-3 | 1510-3 | 1510-3 | 1510-3 | 1510-3 | 1510-3 | 1510-3 | 1510-3 |
| 1510-4 | 1510-4 | 1510-4 | 1510-4 | 1510-4 | 1510-4 | 1510-4 | 1510-4 |
| 1510-5 | 1510-5 | 1510-5 | 1510-5 | 1510-5 | 1510-5 | 1510-5 | 1510-5 |
| 1510-6 | 1510-6 | 1510-6 | 1510-6 | 1510-6 | 1510-6 | 1510-6 | 1510-6 |
| 1510-7 | 1510-7 | 1510-7 | 1510-7 | 1510-7 | 1510-7 | 1510-7 | 1510-7 |
| 1510-8 | 1510-8 | 1510-8 | 1510-8 | 1510-8 | 1510-8 | 1510-8 | 1510-8 |
| 1510-9 | 1510-9 | 1510-9 | 1510-9 | 1510-9 | 1510-9 | 1510-9 | 1510-9 |
| 1510-10 | 1510-10 | 1510-10 | 1510-10 | 1510-10 | 1510-10 | 1510-10 | 1510-10 |
| 1510-11 | 1510-11 | 1510-11 | 1510-11 | 1510-11 | 1510-11 | 1510-11 | 1510-11 |
| 1510-12 | 1510-12 | 1510-12 | 1510-12 | 1510-12 | 1510-12 | 1510-12 | 1510-12 |

UNITED COMMON AREA
COMMON AREA



THE UNDERSIGNED HEREBY CERTIFY THAT
THE WITHIN DRAWING ACCURATELY SHOWS
THE BUILDING AS CONSTRUCTED.

William J. Schmalzer
REGISTERED ENGINEER

Thomas P. Phipps
REGISTERED SURVEYOR

ISSUED

FEB 29 1988

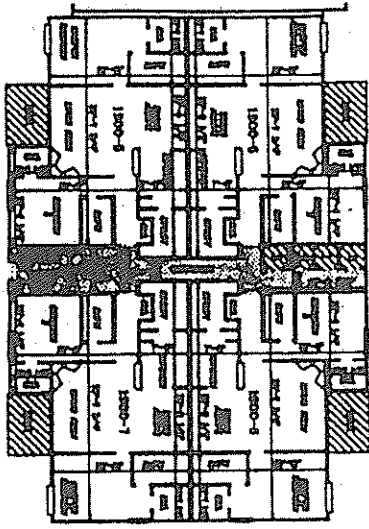
DOCKWOOD, JONES
& BEALS

DEED 88-0124 C01

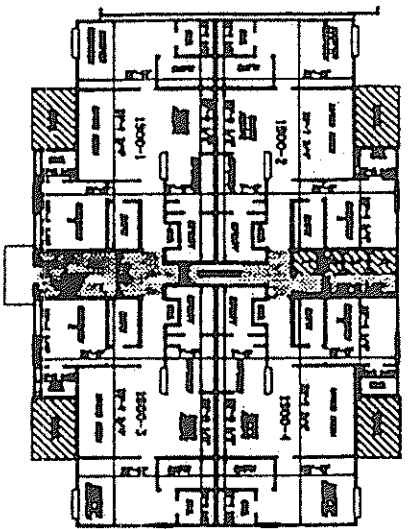
VILLAGE AT WILLOWCREEK
CONDOMINIUM - PHASE 1
CERTIFICATE AND
CONVEYANCE

FILED
DATE
PAGE

3 of 8



SECOND FLOOR



FIRST FLOOR

| PLAN Dwg-C - 1500 | | | | | |
|-------------------|------------|-------------|--------------|-----------|--------------|
| UNIT | PERM. DATE | ISSUED DATE | REVISED DATE | REVISIONS | SCALE |
| 1500-1 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-2 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-3 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-4 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-5 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-1 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-2 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-3 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-4 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |
| 1500-5 | 07/15/87 | 07/15/87 | | | 1/8" = 1'-0" |

THE UNDERSIGNED HEREBY CERTIFY THAT THE WITHIN DRAWING ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED.

William S. Edmunds
 REGISTERED ENGINEER
Thomas J. P. ...
 REGISTERED SURVEYOR



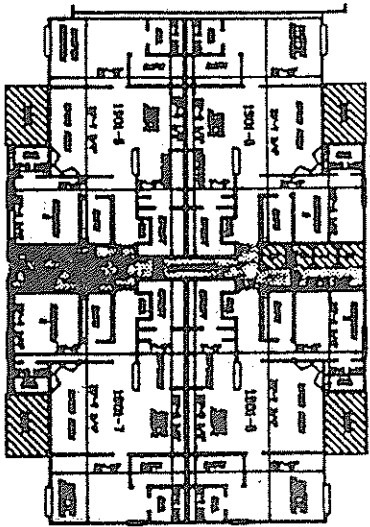
ISSUED
 FEB 23 1988
 LOCKWOOD, JONES & BEALS

LIMITED COMMON AREA
 COMMON AREA

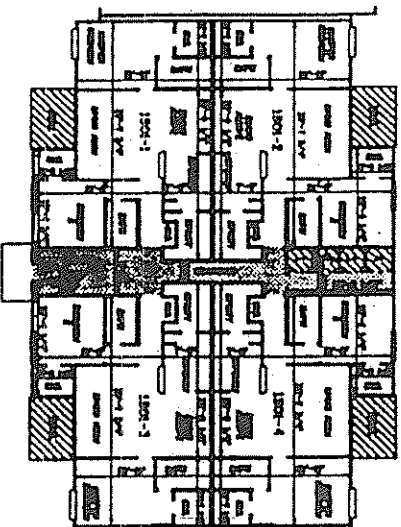


VILLAGE AT WILLOWCREEK
 CONDOMINIUM - PHASE I
 CORTLANDT, OHIO

| | | |
|-------|------|-------|
| OWNER | DATE | SCALE |
| ... | ... | ... |
| ... | ... | ... |



SECOND FLOOR



FIRST FLOOR

| BUILDING - 1501 | | | |
|-----------------|------------|-----------------|-------------|
| UNIT | BLDG. S.F. | BLDG. S.F./S.U. | RESID. S.F. |
| 1501-1 | 2,714 | 2,714 | 2,714 |
| 1501-2 | 2,714 | 2,714 | 2,714 |
| 1501-3 | 2,714 | 2,714 | 2,714 |
| 1501-4 | 2,714 | 2,714 | 2,714 |
| 1501-5 | 2,714 | 2,714 | 2,714 |
| 1501-6 | 2,714 | 2,714 | 2,714 |
| 1501-7 | 2,714 | 2,714 | 2,714 |
| 1501-8 | 2,714 | 2,714 | 2,714 |

THE UNDERSIGNED HEREBY CERTIFY THAT THE WITHIN DRAWING ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED.

DEED 88-0124 C03

ISSUED

FEB 23 1988

LOCKWOOD, JONES & BEALS

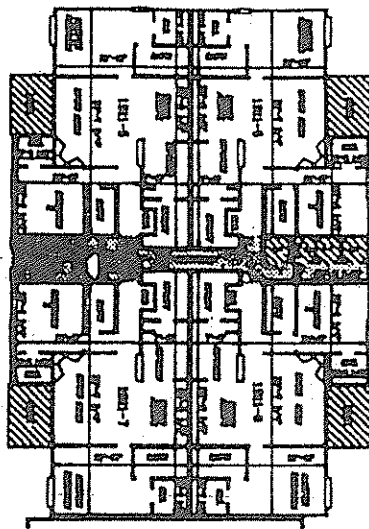


William J. ...
 REGISTERED ENGINEER
Thomas P. ...
 REGISTERED SURVEYOR

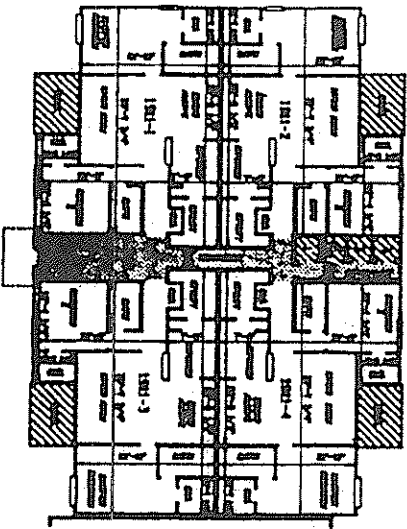
LIMITED COMMON AREA
 COMMON AREA



VILLAGE AT WILLOWCREEK
 CONDOMINIUM - PHASE 1
 CENTRESTYLE 500
 5th St



SECOND FLOOR



FIRST FLOOR

| BUILDING - 1511 | | | | | |
|-----------------|-------------|----------------|--------------|-------------|-------------|
| UNIT | RENOV. DATE | BUILDING CLASS | RENOV. CLASS | RENOV. CODE | RENOV. DATE |
| 1501-1 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-2 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-3 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-4 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-5 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-6 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-7 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-8 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-9 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |
| 1501-10 | 07-1-82 | 02-1-82 | 02-1-82 | 02-1-82 | 07-1-82 |

THE UNDERSIGNED HEREBY CERTIFY THAT THE WITHIN DRAWING ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED.

DEED 88-0124 C04

ISSUED

FEB 28 1988

LOCKWOOD, JONES & BEALS



William J. Beals
REGISTERED ENGINEER

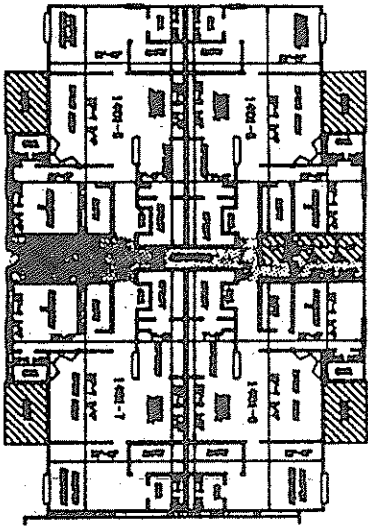
James P. Jones
REGISTERED SURVEYOR

UNITED STATES ARCHITECTS
CORPORATION

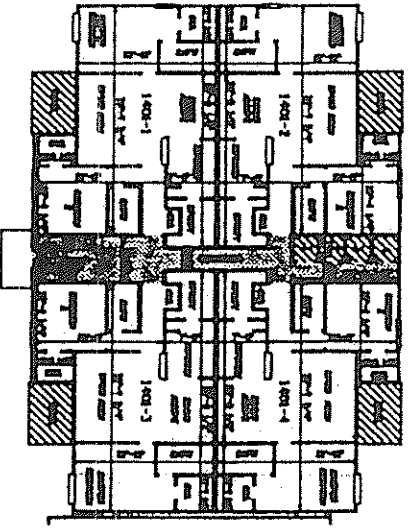


VILLAGE AT WILLOWCREEK
CONDOMINIUM - PHASE 1
CENTREVILLE, OHIO

DATE: 02/28/88
SCALE: AS SHOWN
SHEET: 6 OF 8



SECOND FLOOR



FIRST FLOOR

BUILDING - 1401

| UNIT | FLOOR | RECORD | RECORD | RECORD | RECORD |
|---------|--------|--------|--------|--------|--------|
| 1401-1 | FLR 01 | 0001 | 0001 | 0001 | 0001 |
| 1401-2 | FLR 01 | 0002 | 0002 | 0002 | 0002 |
| 1401-3 | FLR 01 | 0003 | 0003 | 0003 | 0003 |
| 1401-4 | FLR 01 | 0004 | 0004 | 0004 | 0004 |
| 1401-5 | FLR 01 | 0005 | 0005 | 0005 | 0005 |
| 1401-6 | FLR 01 | 0006 | 0006 | 0006 | 0006 |
| 1401-7 | FLR 01 | 0007 | 0007 | 0007 | 0007 |
| 1401-8 | FLR 01 | 0008 | 0008 | 0008 | 0008 |
| 1401-9 | FLR 01 | 0009 | 0009 | 0009 | 0009 |
| 1401-10 | FLR 01 | 0010 | 0010 | 0010 | 0010 |
| 1401-11 | FLR 01 | 0011 | 0011 | 0011 | 0011 |
| 1401-12 | FLR 01 | 0012 | 0012 | 0012 | 0012 |

THE UNDERSIGNED HEREBY CERTIFY THAT THE WITHIN DRAWING ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED.

ISSUED

FEB 23 1988

DICKWOOD, JONES & BEALS



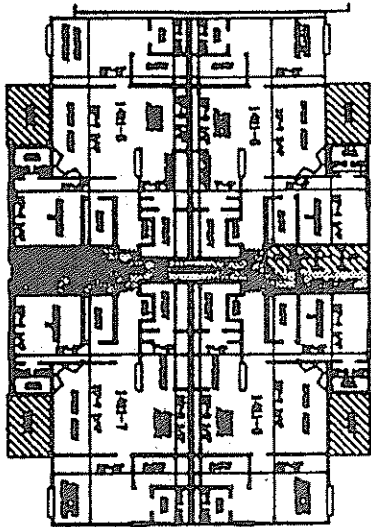
William J. Dickwood
 REGISTERED ENGINEER
Thomas J. P. Jones
 REGISTERED SURVEYOR

UNITED COMMON AREA COMMON AREA

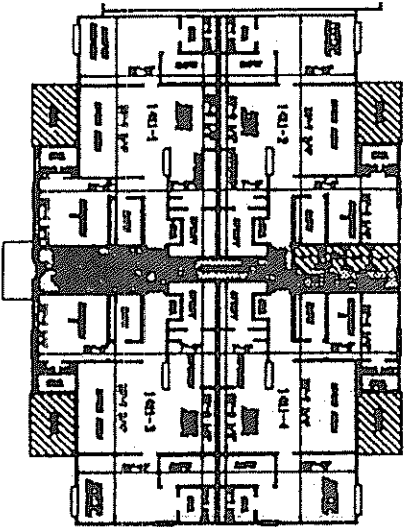


VILLAGE AT WILDCREEK
 CONDOMINIUM - PHASE I
 CENTERVILLE, OHIO

DATE: 2/23/88
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN
 SHEET NO. 74



SECOND FLOOR



FIRST FLOOR

| BLDG. DWG. - 1411 | | | |
|-------------------|-------|-------|----|
| UNIT | NO. | DATE | BY |
| 1401-1 | 01.00 | 01.00 | 01 |
| 1401-2 | 01.00 | 01.00 | 01 |
| 1401-3 | 01.00 | 01.00 | 01 |
| 1401-4 | 01.00 | 01.00 | 01 |
| 1401-5 | 01.00 | 01.00 | 01 |
| 1401-6 | 01.00 | 01.00 | 01 |
| 1401-7 | 01.00 | 01.00 | 01 |
| 1401-8 | 01.00 | 01.00 | 01 |

THE UNDERSIGNED HEREBY CERTIFY THAT THE WITHIN DRAWING ACCURATELY SHOWS THE BUILDING AS CONSTRUCTED.

DEED

88-0124

C06

ISSUED

FEB 29 1988

LOCKWOOD, JONES & BEALS



William J. Beals
 REGISTERED ENGINEER
Thomas P. Jones
 REGISTERED SURVEYOR

LIMITED COMMON AREA
 COMMON AREA



VILLAGE AT WILLOWCREEK
 CONDOMINIUM - PHASE 1
 COMMON AREA

| | | |
|----------|----|-------------------------|
| DATE | BY | REVISION |
| 02/29/88 | WJ | ISSUED FOR CONSTRUCTION |