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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

WASHINGTON COLONY CONDOMINIUM

* * * * *

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

Date: _____



By _____ COUNTY AUDITOR
County Auditor

This instrument prepared by:

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Attorneys at Law
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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

WASHINGTON COLONY CONDOMINIUMS

This Declaration of Condominium made this 1st day of September, 1977, by OAK CREEK SOUTH, INC., an Ohio corporation hereinafter referred to as "Declarant";

WHEREAS, Declarant is fee simple title holder of a parcel of land upon which it has constructed six (6) buildings containing twenty-seven (27) units and consisting of 3.340 acres, more or less, referred to as "Exhibit A"; and

WHEREAS, Declarant is also the fee simple title holder to approximately 11.493 acres, more specifically described in "Exhibit B" which is adjacent to the land in "Exhibit A" hereto; and

WHEREAS, It is the desire and intention of the Declarant to submit the property in "Exhibit A" together with all buildings, structures, improvements thereon, and all rights and easements appurtenant thereto, including those created hereafter, to the provisions of Chapter 5311 of the Ohio Revised Code to be owned under and pursuant to that certain type of ownership commonly known as a "Condominium"; and

WHEREAS, Declarant desires and intends that all future owners, mortgagees, or occupants of the Condominium Property, or any part thereof, shall hold and enjoy their interest therein subject to the easements, privileges, rights, restrictions, and obligations hereinafter set forth in this Declaration and in the By-Laws of the Condominium Owner's Association attached hereto as "Exhibit C"; and

WHEREAS, Declarant also contemplates submitting the additional real property described in "Exhibit B", attached hereto, to the provisions of the Declaration, by an amendment or amendments hereto.

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

1. DEFINITIONS: The following terms used herein are defined as follows:

A. "Declarant" shall mean OAK CREEK SOUTH, INC., an Ohio Corporation with its principal place of business as 965 Ashcreek Road, Centerville, Ohio 45459, its successors and assigns.

B. "Declaration" shall mean the instrument by which the hereinafter described property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any and all amendments thereto for purposes of establishing condominium ownership.

C. "Condominium Property" shall mean, refer to and include the real property described in "Exhibit A" of this Declaration together with all buildings,

improvements, and structures thereon. All easements, rights, and appurtenances belonging thereto, and all articles of personal property and chattels existing thereon for the common use of the unit owners as has been submitted to the provisions of Chapter 5311 of the Ohio Revised Code by this Declaration and any amendments thereto.

D. "Unit" shall mean a part of the Condominium Property consisting of one or more rooms on one or more floors or buildings which are designated a Unit by this Declaration, as more fully described in Section 5, or amendment thereto, and are delineated by the drawings in "Exhibit D", as attached hereto, and to the drawings attached to an amendment of this Declaration.

E. "Common Areas and Facilities" shall mean all the Condominium Property referred to and included in "Exhibit A" except that which is specifically defined, delineated, and described as a unit.

F. "Unit Owner" shall mean the person or persons, partnership, corporation, heirs, assigns, or representatives owning the fee simple estate in a unit together with an undivided interest in the Common Areas and Facilities.

G. "Association" shall mean and refer to the organization of all of the unit owners in this condominium development and shall be deemed to be an Ohio corporation not for profit known as Washington Colony Condominium Owner's Association and its successors and assigns. Such association shall administer the Condominium Property; receive payment of all assessments and all income, rents, profits, receipts, and revenues from the common areas; shall pay the common expenses and debts; and shall perform all duties required of it to preserve and maintain the common property and exercise all powers given to it under this Declaration, the Articles of Incorporation, and its By-Laws.

H. "Limited Common Areas and Facilities" shall mean and include those common areas and facilities designed and delineated in this Declaration and any amendment thereto as reserved for the use of a certain unit or units to the exclusion of other units.

2. NAME AND PURPOSE OF CONDOMINIUM:

A. The purpose of each residential unit is hereby restricted to residential use by the unit owner thereof, his lessees, his immediate family, guests, and invitees. Notwithstanding the foregoing, a unit may be rented by the occupant thereof, under a written lease of no less term than a one (1) year base.

B. The purpose of the garage space of each unit is hereby restricted to use for parking motor vehicles owned by the unit occupants and for miscellaneous storage purposes. Garage units may be leased only to other residential unit owners or lessees of the residential unit.

C. The use of the common areas by all the unit owners and all other persons authorized to use the same, shall be at all times subject to the By-Laws and such rules and regulations as may be prescribed and established governing such use and shall be consistent with the health, safety, welfare, and recreation of the unit owners, occupants, and their guests.

D. The Condominium has been established and exists

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in full compliance with the requirements of the Condominium enabling statutes of the State of Ohio, Section 5311, Ohio Revised Code.

E. Name. The Condominium Property shall be known as WASHINGTON COLONY CONDOMINIUM.

3. LEGAL DESCRIPTION OF PROPERTY: The legal description of the real property subject to this plan for condominium ownership is as follows:

Located in Section 36, Town 3, Range 5 M.R.S., Washington Township, County of Montgomery, State of Ohio, and being a tract of land described as follows:

Beginning at a point in the east line of Paragon Road as dedicated with Oak Creek South, Section Three as recorded in Plat Book 91, Page 83, and 84 in the Plat Records of Montgomery County, Ohio, said point being the northwest corner of Lot #440 in Oak Creek South, Section Eleven as recorded in Plat Book 95, Page 30 in the Plat Records of Montgomery County, Ohio.

thence with the east line of said Paragon Road, North twenty-four degrees twenty-nine minutes twenty seconds ($24^{\circ} 29' 20''$) East for three hundred seventy-two and $07/100$ (372.07) feet to the southwest corner of Lot #442 in said Oak Creek South, Section Eleven;

thence with the south line of said Lot #442, South sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) East for three hundred ninety-one and $00/100$ (391.00) feet;

thence South twenty-four degrees twenty-nine minutes twenty seconds ($24^{\circ} 29' 20''$) West for three hundred seventy-two and $07/100$ (372.07) feet to a point in the north line of said Lot #440;

thence with the north line of said Lot #440, North sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) West for three hundred ninety-one and $00/100$ (391.00) feet to the point of beginning, containing three and $340/1000$ (3.340) acres, more or less, subject, however, to all easements of record.

NOTE: The above described tract of land is part of Lot #441 in Oak Creek South, Section Eleven as recorded in Plat Book 95, Page 30, in the Deed Records of Montgomery County, Ohio, conveyed to Oak Creek South, Inc., by deed recorded in Microfiche No. 71-536A09 and 71-536A12 in the Deed Records of Montgomery County, Ohio.

4. GENERAL DESCRIPTION OF BUILDINGS:

A description of the buildings constructed, or to be constructed, on the property, stating the number of stories and the number of units and the principal materials of which they are to be constructed, is as follows:

There are six (6) multi-unit buildings containing in all twenty-seven (27) residential units and garages. Such buildings are ranch style and one story. Buildings No. 1, 3, and 5 each have four (4) units. Buildings No. 2, 4, and 6 each have five (5) units. Each unit in all buildings has its own garage which is an integral part of the respective building.

The principal materials of which the units are constructed are concrete, concrete block, wood, wood trusses, drywall, and asphalt shingles. Each unit has either brick veneer trim or aluminum siding on its exposed exteriors and either masonry walls or double studded insulated drywall separating the residential living areas of the units from the residential living areas of adjacent units.

5. DESCRIPTION OF UNITS:

Each of the units within this Declaration, or any additional units brought within the provisions of the Declaration by amendment hereto, shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors, and ceilings of each such unit, to constitute a complete enclosure of space. The dimensions, layouts and descriptions of each such unit being shown on the drawings attached hereto as "Exhibit D" and in the drawings attached to any amendments hereto and including without limitation:

A. The decorated surfaces, including paint, lacquer, varnish, wall paper, tile, and any other finishing materials applied to the interior surface of such perimeter walls, floors, and ceilings;

B. All windows, screens and doors, including the frames, sashes, and jams and the space occupied thereby;

C. All fixtures located within the bounds of a unit, installed in and for the exclusive use of said unit, commencing at the point of disconnection from the structural body of the building or from the point of disconnection of utility pipes, lines, or systems serving the entire building, or more than one (1) unit thereof, which ever may be applicable;

D. All grills, dustcovers, control knobs, switches, thermostats, base plugs, floor plugs, and connections affixed to or projecting from the walls, floors, and ceilings which service either the unit or the fixtures therein;

E. All interior walls, floors, and ceilings;

F. All plumbing; electrical, heating, cooling, and other utility service lines, pipes, wires, ducts, or conduits, which exclusively service either the unit or the fixtures located therein, and which are located within the bounds of the unit; but excepting therefrom all of the following items located within the bounds of the unit as defined above:

1. Structural and component parts of all interior walls, floors, and ceilings which support the building;

2. All plumbing, electrical, heating, cooling, and other utility or service fixtures, pipes, lines, wires, ducts, vents, chimneys, or conduits which are located within the bounds of the unit but which do not exclusively service such unit.

The table included in "Exhibit D" sets forth for each unit its designation, the percentage of interest in the common areas and facilities (which percentage shall be changed if units are added to Condominium Property as permitted herein), total number of rooms, and the approximate square footage contained in each unit.

6. RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY: The following covenants, restrictions, conditions, and limitations as to the use and occupancy which shall run with the land shall be binding upon each unit owner, his heirs, tenants, licensees and assigns.

A. General Use. No unit may be divided or subdivided into a smaller unit, nor may any portions of any unit be added to or incorporated into another unit, nor any portion thereof sold or otherwise transferred without first amending the Declaration to show the changes in the units to be affected thereby. Notwithstanding, any other provisions of this section to the contrary; however, the Declarant has the right until all units are initially sold by it to use any unit or units owned by it and limited common areas and common areas for models and for sales and administrative offices. No unit owner shall permit use of his unit or shall rent is unit for transient, hotel, or commercial purposes, except as provided herein. Except for the foregoing, unit owners shall have the right to lease their respective units, provided such lease arrangements are made for a term of no less than one (1) year and made subject to the covenants and restrictions in this Declaration, the By-Laws and rules of the Condominium Association. All such lease agreements must be approved by the Condominium Association. Any and all occupants of such units under such lease arrangement shall be subject to all regulations and rules as though the occupant were the unit owner. It is the obligation of the unit owner to inform the lessee of said unit to the restrictions of use set forth in these Declarations, By-Laws, and rules and regulations of the Association. No terms or conditions contained herein shall release or relieve the unit owner from any duties, responsibilities, or obligations of such unit owner because of the occupancy of his unit by a third party.

B. Nuisance. 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.

C. Impairment of Structural Integrity of Building. Nothing shall be done in any unit or on or about the common areas and facilities which shall impair the structural integrity and architectural design of the buildings or which would change the buildings.

D. Commercial Activity. No commercial activity other than that carried on by the Declarant in the buying, selling or leasing of units and operating, maintaining, and repairing and replacing the common areas and facilities shall be conducted in or upon any part of the Condominium Property.

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E. Signs. No sign of any kind shall be displayed to the public view on any part of the Condominium Property or through the window of a condominium unit except street name signs, directional signs, and signs regulating the use of common areas and facilities. Specifically prohibited are signs advertising condominium units for sale, rent, or lease.

F. Appearance. In order to maintain the uniformity of decor and architectural appearance, all units shall be decorated and maintained in a manner as determined by the Association and no unit owner, occupant, person or entity shall cause or permit the painting, discoloration, covering, alteration, removal, or destruction of any windows, screens, or any exterior door, door sills, frame, jam, sash, or window sill unless authorized and directed to do so by the Association in writing.

G. Obstruction, Storage and Parking in Common Areas. There shall be no obstruction of the common areas and facilities nor storage of any outbuildings, boats, canoes, campers, or other recreational vehicles, trucks, trailers, pick-up trucks, bicycles, wagons, toys, baby carriages, playpens, benches, chairs, clothes, laundry, clothes lines, awnings, antennia, or unsightly articles on any part of the common areas and facilities except in accordance with the Rules and Regulations therefor adopted by the Board of Managers. All parking of automotive vehicles and motorcycles shall be governed by the Rules and Regulations adopted by the Board of Managers.

H. Garages. All garage doors shall be kept down when not in use for appearance purposes. Also, there shall be no parking in front of the garages or on the apron next to the garage except for loading and unloading or washing such car. These provisions are for the purpose of maintaining the decor and avoiding unnecessary obstruction in Common Areas.

I. Animals and Pets. No animals, reptiles, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except household pets such as dogs and cats, which may be kept in the units, subject to the Rules and Regulations adopted by the Board of Managers of the Association provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers of the Association.

J. Exterior Wiring and Antennas. No exterior wiring, lighting, or antennas shall be permitted on the exterior portion of any building or improvements situated upon the premises except as may be directed and approved by the Association.

K. Prohibited Activity. No industry, business, trade, occupation, or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the Condominium Property. There shall be no commodities sold, services, or dispensed upon an individual unit or from the common areas and facilities. No mechanical or electrical equipment is to be used except as such permissible for and is customarily found, in a purely domestic residence for the family residing therein.

L. Waste. Trash, garbage, or other waste shall not be dumped, deposited or permitted to remain on the common areas and facilities except in covered sanitary

containers placed in the appropriate place for pickup next to the driveway on the particular days set aside for refuse collection by refuse haulers. No open fire shall be permitted in the common areas and facilities excepting in cooking grills.

7. DESCRIPTION OF COMMON AND LIMITED COMMON AREAS AND FACILITIES:

A. Common Areas and Facilities. The entire balance of the land and improvements thereon, including, but not limited to all buildings, foundations, roofs, main and supporting walls, slate patio areas, decking, pumps, trees, lawns, gardens, shrubbery, pavement, fences, walks, walk lights, driveways, stoops, wires, conduits, utility lines, and ducts now or hereinafter situated on the Condominium Property, and in general, all parts of the Condominium Property situated outside the boundary and heretofore defined of the individual units are hereby declared to be established as the common areas and facilities. In addition, the common areas shall include, in the future, the additional land and facilities thereon described in "Exhibit B" attached hereto including the swimming pool, tennis courts, and community building to be constructed on such land at such time as the additional land is subjected to the within Declaration.

B. Limited Common Areas and Facilities. The following included within the common areas and facilities and appurtenant to a unit, are deemed limited common areas and facilities designated as reserved for the exclusive use of the appurtenant unit or units:

1. The areas marked as patio areas on the drawings attached hereto as "Exhibit D" are designated as limited common areas and facilities for the unit adjoining such patio area.

2. The entrance ways and stoops are designated as limited common areas and facilities for the unit adjoining such entrance way and stoop.

3. The driveways leading to the garages are designated as limited common areas and facilities for the unit to which the driveway leads.

4. The air conditioning pad, compressor, duct, and conduits thereto are designed as limited common areas and facilities for the unit being serviced by such air conditioning equipment.

C. 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 owners, and except as otherwise limited in this Declaration and in the By-Laws attached hereto as "Exhibit C", 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, and such other incidences as permitted by this Declaration and the By-Laws including the non-exclusive easement together with other unit owners to the use and enjoyment of the common areas and facilities and for the 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 and expressed by the percentage amount which shall remain constant and shall not be changed except by an amendment to this Declaration pursuant to the provisions of Paragraph herein.

D. Ownership of Common Areas and Facilities. Unless, or until, amended, the percentage of ownership of

common areas and facilities attributable to the ownership interest in each unit, and for the division of common profits and expenses is more particularly set forth in "Exhibit D" attached hereto. The total percentage of the undivided interest of all of the units is 100%.

E. Use of Limited Common Areas. Subject to the restrictions set forth in Paragraph 6 (A through L) above, each unit owner may use that limited common area adjacent to such unit which is so designed to serve for their guests solely as a recreation, entertainment, outdoor cooking, eating, garden and planting areas and for those purposes permitted herein. The driveway areas hereinbefore described as a portion of the limited common area shall be used solely for the purpose of the parking of an automobile by the owner and occupant of the unit which it is designed to serve or for their guests. However, at no time shall the unit owner or occupant permit the garage door to remain open for an extended period of time or shall the owner and occupant of the unit park any vehicle in front of the garage unit or on the apron adjacent to the garage unit for any extended period of time in such manner as to impede the ingress and egress of other unit owners with the specific exceptions of a. unloading of such vehicle, and b. washing such vehicle.

F. Regulation of Use of Common Areas and Facilities. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining to such as from time to time may be adopted by the Board of Managers of the Association. The Board of Managers shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of common areas and facilities by the members of the Association and the respective families, guests, invitees, and servants for any purpose consistent with the health, safety, welfare, convenience, recreation, and enjoyment of the owners and occupants of the units and their guests.

8. ESTABLISHMENT AND OPERATION OF UNIT OWNERS' ASSOCIATION:

Declarant shall cause to be formed an Ohio not for profit corporation called WASHINGTON COLONY CONDOMINIUM OWNERS' ASSOCIATION, INC., which shall administer the Condominium Property. Such Association shall be governed by this Declaration and its By-Laws which are attached hereto as "Exhibit C". A Board of Managers and the officers of the Association elected as provided by the By-Laws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by this Declaration upon the Association, except as otherwise specifically provided; however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and by the By-Laws attached hereto as "Exhibit C".

A. Membership in the Association. Each unit owner upon acquisition of title to a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new owner of such unit automatically shall become a member of the Association. Declarant shall be a member of such Association as long as it retains title to any unit. Each unit owner shall be entitled to one (1) vote in the Association for each unit owned.

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

C. Declarant's Rights Pending Sale of Seventy-Five Percent (75%) of Unit Ownership. Until such time as Declarant shall have consummated the sale of seventy-five percent (75%) of all unit ownerships, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Managers selected by the Declarant, with at least two (2) of the persons so selected being unit owners, other than Declarant, its agents or representatives.

D. Service of Process. The person to receive service of process for the Association shall be the President of the Association. Until such time as a President is elected, service may be made upon Larry J Denny, Attorney for Declarant, whose address is 6368 Far Hills Avenue, Centerville, Ohio 45459.

9. AMENDMENT OF DECLARATION AND BY-LAWS:

A. Until such time as all additional lands, as referred to in "Exhibit B" is included and dedicated within the Condominium Property herein, or three (3) years from the date this Declaration is filed for record, whichever occurs first, this Declaration can be amended by the Declarant in a manner provided in Sub-paragraph C of this Item 9 in such respect as the Declarant may deem advisable in order to affectuate, clarify, and refine the Declarant's original intent herein, so as to: 1. include the real property described in "Exhibit B" and the improvements constructed thereon as part of the Condominium Property. 2. to include descriptions of buildings constructed on said property and to add drawings thereof to "Exhibit A" hereto, and 3. to provide that the owners of the units in the buildings will have an interest in the common areas and facilities of the Condominium Property and to amend the table and schedule setting forth and establishing the percentage of interest in the common areas and facilities with the owners of all units within the buildings on the Condominium Property will have at the time of such amendment, which percentage shall be with respect to each unit, in the proportion that the fair market value of each unit at the date said amendment is filed for record bears to the then aggregate value of all the units within the buildings on the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all unit owners.

B. Beyond such time limits and rights reserved by the Declarant in Subparagraph A of Item 9 hereto, this Declaration and the By-Laws attached hereto as "Exhibit C" may be amended only by the affirmative of the unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except that any amendment purporting to alter the percentage of interest in the common areas and facilities of each unit as expressed in this Declaration shall not be adopted unless it is unanimously approved by all of the unit owners entitled to vote.

C. Any amendment of the Declaration or the By-Laws attached hereto as "Exhibit C" must be filed for record with the Recorder of Montgomery County, Ohio. Such

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amendment must be executed with the same formalities as this instrument and must refer to the Microfiche Number in which this instrument and its attached exhibits are recorded. Provided, however, that if any amendment adversely affects the value or priority of the security of any mortgage of record, the written consent of said mortgagee to that amendment, shall be required of any amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record. Any amendment to this Declaration shall require an amendment to the table and schedule of percentage of interest in common areas and facilities to reflect the proportionate interest each unit shall have based upon the proportion that the fair market value of each unit bears at the date of amendment to the aggregate value of all units within the buildings on the Condominium Property. No provision in this Declaration of By-Laws attached hereto may be changed, modified or rescinded in any manner which, after such change, modification, or rescission, would conflict with the provisions of Chapter 5311 of the Ohio Revised Code.

10. GENERAL PROVISIONS OF MANAGEMENT, MAINTENANCE, REPAIRS ALTERATIONS, AND IMPROVEMENTS:

A. Association. Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the common areas and facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or a managing agent. Such delegation shall be evidenced by a management contract, not to exceed two (2) years in duration which shall provide for reasonable compensation of said manager or managing agent. Any agreement for professional management of the Condominium regime, or any other contract providing for services by the developer shall provide for termination on ninety (90) days written notice and for good cause. Upon the expiration of said two (2) year period, the Association may renew said management contract for an additional two (2) year period or with the approval of members entitled to exercise seventy-five percent (75%) of the voting power of the Association designate a different manager for the property. The Association shall provide any unit owner or mortgagee, as the case may be, with a copy of any management contract entered into by the Association and such manager or managing agent.

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

1. To maintain, repair, and replace at his expense all portions of his unit, and all internal installations of such unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries, and which exclusively serve such unit.

2. To maintain, repair and replace the air conditioning pad, compressor and lines, conduit and accessories to said air conditioner which are designated as limited common areas and facilities for the exclusive use of such unit owner.

3. To maintain, repair and replace the entrance ways, stoops, and patios and other limited areas for the express use of unit which are designated as limited common areas and facilities for the exclusive use of such

4. To maintain and repair all windows and doors of his unit and of all associated structures and fixtures therein, which are appurtenances to his unit; excepting, however, those limited common areas and facilities which may be considered appurtenant to a unit and as to which the Association has the responsibility for maintenance, repair and replacement. The foregoing includes without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

5. To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the building.

6. Not to paint or otherwise decorate so as to change the appearance of any portion of the building not within the walls of the unit, unless the written consent of the Board of Managers of the Association is obtained.

7. To promptly report to the Association or its agent any defect or need for repairs, the responsibility of which is with the Association.

8. Not to make any alterations in the portions of the unit or the building which are to be maintained by the Association or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Managers of the Association, nor shall any unit owner impair any easement without first obtaining the written consent of the Board of Managers of the Association and of the owner or owners for whose benefit such easement exists.

9. To use all common areas and facilities in a manner as will not restrict, interfere, or impede the use thereof by the other unit owners, and to operate in a manner consistent with the rules and regulations from time to time promulgated by the Association.

C. Construction Defects. The obligation of the Association and of the unit owners to repair, maintain, and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary or cure any latent or patent defects in material or workmanship in the construction of the Property. The undertaking of repair, maintenance, or replacement by the Association or the unit owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any unit owners 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 construction guarantee or insurance coverage shall not excuse any delay by the Association or any unit owner in performing his obligation hereunder.

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11. EASEMENTS:

A. Encroachments. In the event that, by reason of the construction, settlement, or shifting of the building, or by reason of the partial or total destruction and rebuilding of the 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 formal uses and purposes, any portions of the common areas and facilities, consisting of unoccupied space within the building and adjoining his unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other unit or more than one unit presently encroaches or shall hereafter encroach upon any part of any unit, then valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit and common areas and facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that no valid easement for any encroachment shall be created in favor of the owner of any unit or in favor of the common areas and facilities if such encroachment is caused by the wilful conduct of said owner.

B. Maintenance Easements. The owner of each unit shall be subject to easements for access arriving from the necessity of maintenance or operation of the entire building. The owner of each unit shall have the permanent right and easement through the common areas and facilities for the use of water, sewer, power, television antennas, and other utilities now, or hereafter existing, and shall have the right to hang pictures, mirrors, and the like upon the walls of his unit. Any damage resulting to a particular unit as a result of the Association's maintenance or operation shall be repaired by the Association, the cost of which shall be a common expense to all of the unit owners.

C. Easements for Access. Each unit owner shall have an easement for ingress and egress, both vehicular and pedestrian, over the common areas and facilities, to a public street. Any roadway or private drive shown on the drawings recorded with this Declaration shall be for the general public that has a need to use the roadway or private street as a means of access to this property and a valid easement shall exist for the benefit of those having a need for such access, government agencies and authorities to provide police and fire protection and other services to the Condominium Property. Any party exercising a right to use any of the easements herein described shall have the duty to restore the unit, limited common area, and common areas and facilities to a condition as good or better as existed prior to the use of said easement.

D. Easement Through Walls and Floors of Units. Easements hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls or floors of the unit, whether or not such walls or floors lie in whole or in part within the unit boundaries.

E. Easement for Certain Utilities. The Association may hereafter grant easements on behalf of the unit

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owners to entities for utility purposes for the benefit of the Condominium Property. Each unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for, and in the name of, such unit owner, such instruments as may be necessary to effectuate the foregoing.

F. Easements to Run with Land. All easements and rights herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding on the Declarant, its successors and assigns, any owner, purchaser, mortgagee and other persons having an interest in said land, unit or any part or portion thereof.

G. Easement References in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in a mortgage or other evidence of ownership or obligation, shall not defeat or fail to reserve said rights of easements but shall be deemed conveyed or encumbered along with the unit.

H. Unit Owners to Execute. The Association, on behalf of the unit owners, may by the use of the power of attorney granted hereinafter, amend or release easements, any obligations incident thereto, relating to the Condominium Property, or any part thereof, and each unit owner by acceptance of a deed to his unit, agrees, from time to time as requested by the Association, to execute, acknowledge, deliver such instruments as may be necessary to effectuate the foregoing power of attorney, easements, amendments, or releases of easements.

12. ASSESSMENTS AND LIEN OF ASSOCIATION:

A. General. Assessments for the maintenance, repair, and insurance of the common areas and facilities and for the insurance of the units, together with the payment for common expenses shall be paid on a monthly basis by the owner of each unit and each owner of any unit, by acceptance of any title right or interest therein, is deemed to covenant and agree to pay such assessments to the Association as provided herein.

B. Division of Common Profits and Common Expenses. The proportionate shares of the separate owners of the respective units in the common profits and the common expenses of the operation of the Condominium Property is based upon the proportionate estimated fair value as inspection that each of the units bear to the aggregate fair value of all of the units. The maximum amount of monthly assessments per unit and the annual totals of such assessments are set forth below for each unit included within the Condominium Plan, subject to increases as provided for in Section 12, Paragraph I herein.

C. Nonuse of Facilities. No owner of a unit may exempt himself from liabilities for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his unit.

D. Lien of Association. The Association shall have a lien upon the estate or interest in any unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses chargeable against such unit which remains unpaid for ten (10) days after the same have become due and payable from the time a certificate therefore, 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. 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.

E. Priority of Association's Lien. The lien provided for in Subparagraph D of this article 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, and 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 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.

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

G. Non-Liability of Foreclosure Sale Purchaser or an Acquirer of Title in Lieu of Foreclosure for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or other purchaser of a unit acquires title to the unit as a result of a foreclosure of any lien or a deed in lieu of the foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses of 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 of assessments shall be deemed to be common expenses collectible from all of the units, including that of such acquirer, his successors or assigns.

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

I. Monthly Assessments, Increase - Decrease.
Maximum monthly assessments as specified in "Exhibit D" are payable by each unit owner to the Association on the first day of each month

Any increase or decrease of assessments by the Association as authorized herein shall become effective on the first day of the next calendar month.

However, from and after January 1, 1978, the maximum monthly assessment for each unit may be increased by the Association at any time, and from time to time, in the calendar year. The increased amount will be based upon a percent increase to be determined by the Association and will be applied to the existing monthly assessment. However, such increased existing amounts in a calendar year cannot total more than ten percent (10%) of the monthly assessment in January of that same calendar year.

At any time, the Association may decrease monthly assessments in any amount lower than the monthly assessments in existence at the time.

13. INSURANCE:

The Association shall carry fire and extended coverage, vandalism and maliciousness, and liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the buildings, structures, or other improvements now, or at any time hereafter, constituting a part of the Condominium Property and the costs thereof shall be a common expense.

A. Fire and Extended Coverage. The Condominium Property shall be insured against fire and other hazards covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs, as determined annually by the Board of Managers of the Association, but in no event no amount less than 100% of the replacement value of all of the buildings and structures of the Condominium Property and not to exceed 80% co-insurance provisions of the policy of insurance. Such coverage shall also include interior walls within units, and the pipes and wires, conduits and ducts contained therein and further, include all fixtures, equipment, and trim within a unit which were furnished with the unit as standard items. In no event, however, shall such insurance cover furniture, furnishings, or other personal property supplied or installed or owned by unit owners.

1. Such policy of insurance shall be so written so as to provide for the issuance of certificates of insurance to the mortgagee of individual units and to provide such mortgagees at least ten (10) days notice prior to any cancellation of insurance.

2. If the required insurance coverage required under paragraph 1 herein ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by advancing premiums to keep the insurance in effect or obtain new insurance policies in place thereof. The funds so advanced shall be deemed to have been loaned to the Association and shall bear interest at the per annum rate of Eight Percent (8%) and shall be due and payable to the mortgagee by the Association immediately. The re-

payment of said obligation shall be secured by special assessment against all unit owners until paid, without any necessity of any vote of unit owners or the approval of the Association to establish the special assessment.

3. Such policies shall also provide for the release by the issuer thereof of any and all rights of the subrogation or assignment and all causes and rights of recovery against any unit owner, members of his family, his tenant, or other occupant of the Condominium Property or recovery against any one of them for any loss occurring to the Condominium Property from any of the perils insured against by such insurance coverage.

4. Proceeds of any insurance policies owned by the Association shall be paid to an Insurance Trustee selected by the Association and shall be held in a separate account and in trust for the purposes of repair or reconstruction as provided herein for the benefit of the unit owners and their mortgagees as their interests may appear.

5. It shall be the responsibility of each unit owner to obtain individual contracts for insurance for his personal property located within the unit or elsewhere in the Condominium Property, including any betterments or improvements that such owner may make to his unit even though such betterments or improvements may be classified as a fixture. No unit owner may purchase an individual policy on his unit or his interest in the common areas and facilities as real property. Irrespective of this prohibition, a unit owner purchases an individual policy insuring real property, said owner shall be responsible to the Association for loss or expense that such policy may cause in adjusting the Association's insurance.

B. Liability Insurance. The Association, as a common expense, shall insure itself, the Board of Managers, all unit owners and members of their respective families, and other persons residing with them in the Condominium Property, their tenants and all persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury, disease, illness, or death, and for injury to or destruction of property occurring upon, in, or about or arising from the common areas and facilities, such insurance to afford protection on a limit of not less than \$300,000.00 with respect to bodily injury, disease, illness or death suffered by any one person and to the limit of not less than \$1,000,000.00 in respect to any one occurrence and to the limit of not less than \$1000,000.00 with respect to damage to or destruction of property arising out of any one accident.

1. 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 pertaining thereto.

2. It shall be each unit owner's responsibility to obtain insurance coverage at his own expense upon his unit for his personal liability for occurrences within his unit or upon limited common areas pertaining thereto and also for the alternative living expenses in the event of fire and other

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damage or destruction.

C. Association Act for Unit Owner. Each unit owner, by ownership of a unit in the condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended overage, vandalism and maliciousness, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Property, his unit and his interest in the common areas and facilities with such insurer as may, from time to time, provide such insurance for the Condominium Property. Without limitation of the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and distribute the same to the Association, the unit owners and respective mortgagees as their interest may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such unit owners and Condominium as shall be necessary or convenient in dealing with any insurance purchase by the Association.

14. RECONSTRUCTION AND REPAIR:

A. Sufficient Insurance. In the event of any damage or destruction to be Condominium Property from any cause or hazard insured against and the proceeds of any policy or policies shall be sufficient to pay the cost of repair, restoration, or reconstruction, then such repair, restoration, or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied to the payment thereof, unless unit owners, as hereinafter provided, elect not to restore the Condominium Property.

B. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property or any part thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against the insurance proceeds shall not be sufficient to pay the cost of such repair, restoration, or reconstruction, then unless the unit owners elect not to restore the Condominium Property, such repair, restoration, or reconstruction shall be undertaken by the Association, and all costs of such repair, restoration, or reconstruction, in excess of the insurance proceeds, shall be borne by the unit owners, in proportion to their respective percentages of interest in the common areas and facilities. Should any unit owner refuse or fail after reasonable notice to pay his share of such costs 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 the owner and such assessment shall have the same force and effect and, if not paid, shall be enforced in the same manner as herein provided for the non-payment of assessments.

Provided, however, in the event of substantial damage to, or destruction of the Condominium Property, the unit owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all Condominium Property shall be subject to an action for sale as upon petition as the suit of any unit owners. In the event of any such sale, or a sale of the Condominium Property, after such election by agreement of all unit owners, the net proceeds of the sale, together with the net

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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 is entitled to receive any portion of his share of such proceeds until all liens and encumbrances of his unit have been paid, released, or discharged.

C. Procedure of 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 costs to replace the damaged property and in condition as good as that prior to the casualty. Such costs may include professional fees, adjustment company fees, and premiums for such bonds as the Board of Managers deems necessary.

The insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collection of special assessments against unit owners on account of such casualty shall constitute a construction fund which shall be distributed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property, from time to time, as the work progresses, but not more frequently than once in any calendar month. Said trustee shall make payments upon the written request of the Association accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect in charge of the work, approved by selection by the Association, shall set forth:

1. That the sum then requested either has been paid by the Association or is justly due to contractor, sub-contractor, material men, architects, and other persons who have rendered services, labors, and furnished materials in connection with the work, giving a brief description of the services and material furnished, and that the sum requested does not exceed the value of such services and materials described in the certificate,
2. That, except for the amount stated in such certificates to be due, as aforesaid, and for work subsequently performed, there is not outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of the vendors, mechanics, material men, or similar liens arising from such work, and
3. That the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of the certificate does not exceed the amount of construction fund remaining in the hands of the Insurance Trustee after the payment of the sums so requested, and
4. That such work performed is in compliance with and consistent with the terms of decor and architectural structure for the Condominium Property. It shall be presumed that the first moneys disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

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

Each unit owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under the insurance policies referred to in Sections A & B of Item 13 of this Declaration.

15. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY:

The Association may, by the affirmative vote of unit owners, entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any unit owner who does not vote for such renewal and rehabilitation may request in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his unit from the Association, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance by him or his unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other unit owners. The Association shall have the option to either accept or reject such request and to determine what it considers to be the fair market value of said unit. In order for the Board of Managers of the Association to exercise this option to purchase such unit, the Board of Managers must act thereon unanimously. In the event that such request is granted by the Association and the unit owner and the Association have agreed on the fair market value of the unit, provided that said fair market value shall not be less than the balance due on the first mortgage, if any, encumbering said unit, then such conveyance on payment of the consideration therefor, if any, which shall be a common expense to the unit owners who have not so requested, shall be made within thirty (30) days thereafter. In the event that the Association does not exercise its option to acquire the unit from the unit owner requesting this privilege as hereinbefore described, then such unit owner shall remain responsible for his share of the cost of such renewal and rehabilitation as a common expense.

16. REMOVAL FROM CONDOMINIUM OWNERSHIP:

The unit owners, by unanimous vote, 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.

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17. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS:

A. Abatement and Enjoinment. The violation of any reasonable restriction or condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as "Exhibit C", shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this Article, (i) to enter upon the land or unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; provided, however, that in the exercise of any of the rights hereinbefore set forth, the Association shall have the obligation to restore any unit in which it enters to the condition existing prior to the time of entry except insofar as it relates to the matter or thing to be removed.

B. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or of the By-Laws of the Association attached hereto as "Exhibit C", or the reasonable regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting owner for either a decree of mandatory injunction against the owner or occupant; or, subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose

of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. The decision by the Board of Managers to proceed with an involuntary sale as hereinabove described shall be a unanimous one concurred in by all members of the Board of Managers in writing and made a permanent part of the records of the Association.

18. DRAWINGS:

Atest hereto as "Exhibit D" is a set of drawings as required by Ohio Revised Code, Section 5311.07, which graphically shows all particulars of building or buildings, the lay-out, location, designation and dimensions of each unit, the common and limited areas and facilities. The Condominium plan has been prepared and certified by Ralph Woolpert, licensed professional engineer.

19. ADDITIONS TO CONDOMINIUM PROPERTY:

A. Reservation of Right to Submit Additional Property. Declarant hereby reserves the right at any time within a period of three (3) years commencing on the date this Declaration is filed for record, to take the action so contemplated in submitting the land described in "Exhibit B" together with a maximum of thirteen (13) buildings to be built thereof, containing no more than One Hundred One (101) units, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become, in all respects, part of the Condominium Property. Declarant further covenants and agrees to include in such additional property a swimming pool, two (2) tennis courts, and a community building as part of the common areas and facilities no later than two (2) years from the date this Declaration is filed for record.

Declarant hereby reserves for the owners and occupants of residential units to be constructed on the additional lands, and for itself, easements over the driveways and walkways of the Condominium Property for ingress and egress to and from the swimming pool, tennis courts and community building and any and all portions of the additional land. Declarant hereby reserves easements to enter upon the Condominium Property to make connections with the extension of any water lines, sanitary and storm sewer lines, surface water drainage, and other utility lines or services for the benefit of the additional land.

B. Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration for a period of three (3) years from the date it is filed for record and to add and include with the Condominium Property, all or any portion of the additional land as hereinbefore described in "Exhibit B", which is attached hereof and made a part hereof, and the buildings and improvements constructed thereon, and to change the percentage of interest of each unit owner in the common areas and facilities established by this Declaration or any amendments hereto in accordance with the terms of paragraph 9 herein.

C. Each unit owner and his respective mortgagee by the acceptance of a deed conveying title to a unit for himself and all those claiming under him, consents, approves and appoints the following.

1. Irrevocably appoints Declarant, acting

through its duly authorized officers, as his attorney-in-fact to amend this Declaration by adding to the Condominium Property the additional land hereinbefore described as "Exhibit B" which is made a part hereof and also by adding additional units upon such additional land and to determine and address the percentage of interest in the common areas and facilities appurtenant to such unit to the percentage which is the proportion that the fair value of such unit bears to the value of all units as of the date of such amendment, the power granted hereby coupled with an interest.

2. Waives the right to contest the validity or legality of any amendment to this Declaration made in accordance with the terms of the within Declaration which shall increase the number of units and the size of the common areas and facilities and adjust and reallocate the percentage of undivided interest of the owner or owners of each unit, in such common areas and facilities as set forth in such amendment.

3. Agrees that this Declaration and each amendment hereof shall be deemed to be in all respects in compliance with Section 5311.04(c) and Section 5311.05 of the Ohio Revised Code and for purposes of this Declaration and Section 5311.04(c) any changes in the respective percentage of interest of unit owners in the common areas and facilities as set forth in any amendment of this Declaration shall be deemed to be made by the agreement of all unit owners.

4. Agrees that the additional lands described in each amendment hereof shall be governed in all respects by the provisions of this Declaration and the Declarant shall, to the extent necessary for the development of the then remaining additional land, reserve such easements in and over the common areas of the Condominium Property for ingress and egress and for tapping into or connecting with the water, sewer, surface water drainage, and utility lines as may be necessary in the development of the then remaining additional land, provided the same does not interfere with the use of such common areas and does not over-burden the capacity of such lines.

5. It shall be a condition that each unit owner, at the time of acquisition of title of his unit, shall execute and deliver a separate power-of-attorney from such unit owner to the Declarant setting forth the revisions and conditions as hereinbefore set forth for the additions to Condominium Property and rights reserved thereto.

20. MISCELLANEOUS PROVISIONS:

A. Acceptance of Deed from Declarant. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all conditions, restrictions, covenants, reservations, liens, and charges and the jurisdictions, rights and power created or reserved by this Declaration and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, it shall bind any person having, at any time, any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were cited and stipulated at length in each and every deed of conveyance.

B. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code, all easements, covenants, and other rights, benefits, privileges, impositions and obligations declared herein shall run with the land or any unit shall terminate and have no further force or effect.

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

D. Severability. The invalidity of any covenant, restriction, conditions, limitation or any other provision of this Declaration, or any part of the same, shall not impair or effect in any manner the validity, enforceability, or affect of the rest of this Declaration.

E. Perpetuities. If any of the provisions, covenants, or rights created by this Declaration shall be unlawful or void for violation of a. the rule against perpetuities or some analogous statutory provision, b. the rule of restraints of 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 survivor of the now living descendants of John G. Black.

F. Declarant Covenant. So long as said Declarant, its successors and assigns, owns one or more of the units established and described herein, said Declarant, its successors and assigns, shall be subject to the provisions of this Declaration and of Exhibits A through D hereto; and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property and other rights assigned to the Association by reason of the establishment of this Condominium.

G. Liability. 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 authority granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as "Exhibit B" or in Declarant's capacity as developer, contractor, owner, manager, or seller of the Condominium Property, whether or not such claim 1. shall be asserted by any unit owner, occupant, the Association, or any person or entity claiming through any of them; or 2. shall be on account of injury to person or damage to or loss of property wherever located and however caused; or 3. 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 utility service.

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

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

J. Notice of Mortgages. Any unit owner who mortgages his ownership interest or interests therein shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation, or other alteration in the status of such mortgages. The Association shall maintain such information in its working records. And upon written request to the Board of Managers of the Association, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices and other documents permitted or required by the Declaration or the By-Laws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed and a copy of any lien filed by the Association.

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

IN WITNESS WHEREOF, the Declarant, OAK CREEK SOUTH, INC., has caused this Declaration to be subscribed by John G. Black, its President, and by John P. Chaney, its Secretary, as of the day and year first above stated.

Signed and acknowledged
in the presence of:

OAK CREEK SOUTH, INC.

Mary Letzel

By John G. Black
John G. Black
President

Susan M King

By John P. Chaney
Secretary

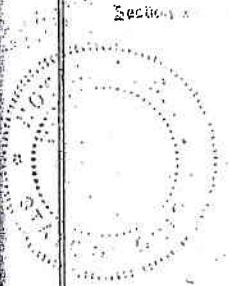
STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this 6th day of September, 1977, before me, the subscriber, a Notary Public, in and for said County, personally came the above named OAK CREEK SOUTH, INC. an Ohio corporation, by John G. Black, its President, and _____, its Secretary, each of whom, being first sworn, acknowledged the signing of the foregoing Declaration to be their free and voluntary act and deed as authorized by the Board of Directors of said corporation, for

and as the act and deed of said corporation, and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last aforesaid.

LARRY J. DENNY
Notary Public
Section 147.03 O.R.C.



Larry J Denny
Notary Public
Larry J Denny
Attorney at Law
Notary Public-State of Ohio
Lifetime commission - Section
147.03 O.R.C.

CONSENT OF MORTGAGEE

The undersigned, Poyer Construction Company, the holder of certain mortgage deeds to the premises from OAK CREEK SOUTH, INC., an Ohio corporation, and recorded in the Mortgage Records of Montgomery County, Ohio, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership with Exhibits thereto and to the filing thereof in the office of the County Recorder of Montgomery County, Ohio, and further, subjects the above described mortgage to the provisions of the foregoing Declaration of Condominium Ownership together with attached Exhibits.

IN WITNESS WHEREOF, Poyer Construction Company, by its Partners, has caused the execution of the aforesaid consent this 8th day of September, 1977.

Signed and Acknowledged
in the presence of:

POYER CONSTRUCTION COMPANY

Mary Joan Wilkey

By James T. Poyer
James T. Poyer, Partner

John A. Thompson

By Robert B. Routsong
Robert B. Routsong, Partner

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public, in and for said County and State, personally appeared James T. Poyer and Robert B. Routsong, known to me to be Partners, in Poyer Construction Company, who acknowledged that they did execute the aforesaid Consent of Mortgagee and that such execution was their free act and deed individually and as such Partners in Poyer Construction Company and the free act and deed of said Poyer Construction Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Dayton, Ohio, this _____ day of _____, 1977.

ALLAN LEWINS, Notary Public
in and for Montgomery County, Ohio
My Commission Expires April 19 5

Notary Public

"EXHIBIT A"

DESCRIPTION OF

WASHINGTON COLONY CONDOMINIUM
SECTION ONE

Located in Section 36, Town 3, Range 5 M.R.S., Washington Township, County of Montgomery, State of Ohio and being a tract of land described as follows:

Beginning at a point in the east line of Paragon Road as dedicated with Oak Creek South, Section Three as recorded in Plat Book 91, Page 83 and 84 in the Plat Records of Montgomery County, Ohio, said point being the northwest corner of Lot #440 in Oak Creek South, Section Eleven as recorded in Plat Book 95, Page 30 in the Plat Records of Montgomery County, Ohio;

thence with the east line of said Paragon Road, North twenty-four degrees twenty-nine minutes twenty seconds ($24^{\circ} 29' 20''$) East for three hundred seventy-two and 07/100 (372.07) feet to the southwest corner of Lot #442 in said Oak Creek South, Section Eleven;

thence with the south line of said Lot #442, South sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) East for three hundred ninety-one and 00/100 (391.00) feet;

thence South twenty-four degrees twenty-nine minutes twenty seconds ($24^{\circ} 29' 20''$) West for three hundred seventy-two and 07/100 (372.07) feet to a point in the north line of said Lot #440;

thence with the north line of said Lot #440, North sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) West for three hundred ninety-one and 00/100 (391.00) feet to the point of beginning, containing three and 340/1000 (3.340) acres, more or less, subject, however, to all easements of record.

NOTE: The above described tract of land is part of Lot #441 in Oak Creek South, Section Eleven as recorded in Plat Book 95, Page 30 in the Deed Records of Montgomery County, Ohio, conveyed to Oak Creek South, Inc., by deed recorded in Microfiche No. 71-536A09 and 71-536A12 in the Deed Records of Montgomery County, Ohio.

"EXHIBIT B"
DESCRIPTION OF REMAINING
WASHINGTON COLONY CONDOMINIUM LAND

Located in Section 36, Town 3, Range 5 M.E.S., Washington Township, County of Montgomery, State of Ohio and being part of Lot #441 Oak Creek South, Section Eleven as recorded in Book 95, Page 30 in the Plat Records of Montgomery County, Ohio described as follows:

Beginning at a point in the east line of Paragon Road, as dedicated with Oak Creek South, Section Three as recorded in Plat Book 91, Page 83 and 84 in the Plat Records of Montgomery County, Ohio, said point being the southwest corner of Lot #442 in said Oak Creek South, Section Eleven;

thence with the south line of said Lot #442, South sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) East for three hundred ninety-one and 00/100 (391.00) feet to the true point of beginning;

thence continuing with the south line of said Lot #442, South sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) East for one hundred eighty-one and 94/100 (181.94) feet to an angle point in the south line of said Lot #442;

thence continuing with the south line of said Lot #442, South eighty-six degrees fifty minutes forty seconds ($86^{\circ} 50' 40''$) East for four hundred forty-nine and 44/100 (449.44) feet to the southeast corner of said Lot #442, said point also being a point in the west line of Oak Creek South, Section Eight as recorded in Book 94, Page 43 in the Plat Records of Montgomery County, Ohio;

thence with the south line of said Oak Creek South, Section Eight, South three degrees nine minutes twenty seconds ($3^{\circ} 09' 20''$) West for eight hundred twenty-nine and 75/100 (829.75) feet to a point in the north line of Peachcreek Road as dedicated with said Oak Creek South, Section Eleven;

thence with the north line of said Peachcreek Road, on a tangent bearing North eighty-six degrees fifty minutes forty seconds ($86^{\circ} 50' 40''$) West for four hundred seventy-one and 57/100 (471.57) feet;

thence on a curve to the right with a radius of one thousand one hundred twenty and 00/100 (1120.00) feet for sixty-five and 38/100 (65.38) feet to the southeast corner of said Lot #440;

thence with the east line of said Lot #440, North six degrees thirty minutes no seconds ($6^{\circ} 30' 00''$) East for four hundred fifty-three and 01/100 (453.01) feet to the northeast corner of said Lot #440;

thence with the north line of said Lot #440, North sixty-five degrees thirty minutes forty seconds ($65^{\circ} 30' 40''$) West for two hundred sixty-one and 72/100 (261.72) feet to a point;

thence North twenty-four degrees twenty-nine minutes twenty seconds ($24^{\circ} 29' 20''$) East for three hundred seventy-two and 07/100 (372.07) feet to the true point of beginning, containing eleven and 493/1000 (11.493) acres, more or less, subject, however, to all easements of record.

NOTE: The above described tract of land is part of land conveyed to Oak Creek South, Inc. by deed recorded in Microfiche No. 71-536A09 and 71-536A12 in the Deed Records of Montgomery County, Ohio.