

The Fairways at Canterbury Village Condominium

Consisting of:

29th Amendment to the Declarations

Revision of Exhibit B-2 (Regulations)

As recorded with Greene County Ohio Recorder's Office 4-9-09

07064

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE FAIRWAYS AT CANTERBURY VILLAGE CONDOMINIUM

2009 APR -9 AM 8:05
ERIC G. BEANS
GREENE CO. RECORDER
XENIA, OH.

The undersigned hereby certifies that the copies of the Twenty-Ninth Amendment to the DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE FAIRWAYS AT CANTERBURY VILLAGE CONDOMINIUM together with Exhibit "A" to the Twenty-Ninth Amendment and Amended Exhibit B-2 (Amended REGULATIONS), Exhibit "D" and new Exhibits "E" and "F" have been filed in the Office of the Auditor of Greene County, Ohio.

Dated April 9, 2009

GREENE COUNTY, OHIO AUDITOR

By: Luwanna A. Delaney
(Print name) Luwanna A. Delaney
(Title) Auditor

TRANSFER NOT NECESSARY
FEE _____ EXEMPT 4-9-09
LUWANNA A. DELANEY, GREENE COUNTY AUDITOR

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Twenty-Ninth Amendment to
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE FAIRWAYS AT CANTERBURY VILLAGE CONDOMINIUM, INC.

Amended to read as follows:

THIS DECLARATION OF CONDOMINIUM OWNERSHIP (the "Declaration") is made as of the 1st day of May, 2008, by The Fairways at Canterbury Village Association, Inc., an Ohio non-profit corporation ("Declarant").

RECITALS

- A. Declarant is the owner of certain real estate located in the City of Beavercreek, Greene County, Ohio, consisting of approximately 16.708 acres (the "Condominium Property") and commonly known as The Fairways at Canterbury Village Condominium (the "Condominium"). The Condominium Property is legally described on Exhibit A-2 attached to the Declaration of Condominium Ownership dated as of July 21, 2000, and recorded on July 26, 2000 in Official Record Volume 1444, Page 1 of the Greene County, Ohio records (the "Original Declaration"), as amended by First Amendment to Declaration of Condominium Ownership dated as of June 12, 2001, and recorded on June 26, 2001 in Official Record Volume 1557, Page 103 of the Greene County, Ohio records, as amended by Second Amendment to Declaration of Condominium Ownership dated as of August 7, 2001, and recorded on August 14, 2001 in Official Record Volume 1581, Page 548 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Third Amendment to Declaration of Condominium Ownership dated as of September 21, 2001, and recorded on September 24, 2001 in Official Record Volume 1601, Page 473 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Fourth Amendment to Declaration of Condominium Ownership dated as of December 17, 2001, and recorded on December 18, 2001 in Official Record Volume 1650, Page 671 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Fifth Amendment to Declaration of Condominium Ownership dated as of February 13, 2002, and recorded on February 15, 2002 in Official Record Volume 1687, Page 60 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Sixth Amendment to Declaration of Condominium Ownership dated as of February 14, 2002, and recorded on February 15, 2002 in Official Record Volume 1687, Page 75 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Seventh Amendment to Declaration of Condominium Ownership dated as of April 23, 2002, and recorded on April 26, 2002 in Official Record Volume 1723, Page 404 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Eighth Amendment to Declaration of Condominium

Ownership dated as of August 30, 2002, and recorded on September 9, 2002 in Official Record Volume 1797, Page 382 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Ninth Amendment to Declaration of Condominium Ownership dated as of September 16, 2002, and recorded on September 24, 2002 in Official Record Volume 1808, Page 241 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Tenth Amendment to Declaration of Condominium Ownership dated as of November 19, 2002, and recorded on November 22, 2002 in Official Record Volume 1856, Page 602 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Eleventh Amendment to Declaration of Condominium Ownership dated as of December 4, 2002, and recorded on December 6, 2002 in Official Record Volume 1866, Page 286 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twelfth Amendment to Declaration of Condominium Ownership dated as of May 8, 2003, and recorded on May 12, 2003 in Official Record Volume 1987, Page 166 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Thirteenth Amendment to Declaration of Condominium Ownership dated as of July 3, 2003, and recorded on July 15, 2003 in Official Record Volume 2041, Page 480 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Fourteenth Amendment to Declaration of Condominium Ownership dated as of August 11, 2003, and recorded on August 14, 2003 in Official Record Volume 2077, Page 789 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Fifteenth Amendment to Declaration of Condominium Ownership dated as of August 11, 2003, and recorded on August 14, 2003 in Official Record Volume 2077, Page 800 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Sixteenth Amendment to Declaration of Condominium Ownership dated as of September 26, 2003, and recorded on October 8, 2003 in Official Record Volume 2124, Page 561 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Seventeenth Amendment to Declaration of Condominium Ownership dated as of December 1, 2003, and recorded on December 4, 2003 in Official Record Volume 2159, Page 571 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Eighteenth Amendment to Declaration of Condominium Ownership dated as of February 5, 2004, and recorded on February 13, 2004 in Official Record Volume 2192, Page 720 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Nineteenth Amendment to Declaration of Condominium Ownership dated as of May 14, 2004, and recorded on May 17, 2004 in Official Record Volume 2246, Page 289 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twentieth Amendment to Declaration of Condominium Ownership dated as of July 8, 2004, and recorded on

July 13, 2004 in Official Record Volume 2279, Page 1 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twenty-First Amendment to Declaration of Condominium Ownership dated as of August 6, 2004, and recorded on August 6, 2004 in Official Record Volume 2293, Page 623 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twenty-Second Amendment to Declaration of Condominium Ownership dated as of August 31, 2004, and recorded on September 17, 2004 in Official Record Volume 2314, Page 212 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twenty-Third Amendment to Declaration of Condominium Ownership dated as of August 31, 2004, and recorded on September 17, 2004 in Official Record Volume 2314, Page 223 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twenty-Fourth Amendment to Declaration of Condominium Ownership dated as of October 29, 2004, and recorded on November 2, 2004 in Official Record Volume 2334, Page 923 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twenty-Fifth Amendment to Declaration of Condominium Ownership dated as of December 16, 2004, and recorded on December 17, 2004 in Official Record Volume 2355, Page 683 of the Greene County, Ohio records, and by this reference incorporated herein, as amended by Twenty-Sixth Amendment to Declaration of Condominium Ownership dated as of January 27, 2005, and recorded on January 28, 2005 in Official Record Volume 2371, Page 73 of the Greene County, Ohio records, and by this reference incorporated herein and as amended by Twenty-Seventh Amendment to Declaration of Condominium Ownership dated as of April 20, 2005, and recorded on April 20, 2005 in Official Record Volume 2403, Page 534 of the Greene County, Ohio records, and by this reference incorporated herein and as amended by Twenty-eighth Amendment to Declaration of Condominium Ownership dated as of July 11, 2005 and recorded on July 12, 2005 in official record Volume 2441, page 216 of the Greene County, Ohio records, and by this reference incorporated herein (as amended, the "Declaration").

- B. The Condominium Property is referred to herein as the "Property" or the "Condominium Property."
- C. Declarant declares the Condominium Property as the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code, and herewith establishes certain covenants, easements, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Condominium Property and be binding on all parties having any right, title or interest in that portion of the Condominium Property, and their heirs, successors and assigns and shall inure to the benefit of each owner of the Condominium Property.

1. DEFINITIONS

- 1.1. **"Assessments"** - all assessments that may be levied by the Association pursuant to Article 6 of this Declaration, the Regulations and the Condominium Law, including without limitation, Unit Assessments, Annual Assessments, and Special Assessments.
- 1.2 **"Association"** - The Fairways at Canterbury Village Condominium Association, Inc., an Ohio non-profit corporation which has been established pursuant to Chapter 1702 of the Ohio Revised Code, and its successors and assigns. Copies of the Articles of Incorporation (the "Articles") and the Regulations (the "Regulations") of the Association are attached as Exhibit B-1 and Exhibit B-2, respectively.
- 1.3 **"Board"** - the Board of Managers elected by the Association to manage the property and affairs of the Association, as further described in the Regulations.
- 1.4 **"Buildings"** - the term "Buildings" shall be deemed to include all buildings constructed on the Condominium Property.
- 1.5 **"Capital Expenditures"** - expenses incurred for improvements or enhancements of the Common Areas, paving private roads, or similar expenses for major construction or repair projects with the Condominium Property.
- 1.6 **"Common Areas"** - all of the Condominium Property other than those portions described in the Declaration and the Drawings as Units, as further described in Section 3.3.
- 1.7 **"Common Expenses"** - all expenses designated as such in the Condominium Law or in the Condominium Documents, or both.
- 1.8 **"Common Profits"** - the amount by which the total income received by the Association from the Assessments and any other fee, charge or income exceeds expenses allocable to same.
- 1.9 **"Condominium Documents"** - the Articles, the Regulations, the Drawings, and this Declaration, The Rules, and all other documents concerning the Property as the same may be amended or supplemented from time to time.
- 1.10 **"Condominium Law"** - the statutory law of Ohio regulating condominiums, currently codified in Chapter 5311 of the Ohio Revised Code.
- 1.11 **"Condominium Property"** - real estate located in the City of Beavercreek, Green County, Ohio consisting of approximately 16.708 acres and legally described in attached Exhibit A-1 which is depicted in the Drawings, together with all improvements located thereon, and thereafter, such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances. The Condominium

Property includes all of the Units and the Common Areas (including the Limited Common Areas).

- 1.12 **"Drawings"** - the detailed site plan and drawings of the Condominium Property recorded in the Greene County, Ohio Recorder's Office, copies of which are attached as Exhibit A-3 and Exhibit C, as the same may be amended or supplemented from time to time.
- 1.13 **"Eligible Mortgagee"** – a holder of a first mortgage on any Unit for which the Association has received the notice and request pursuant to sections 11.1 and 11.2.
- 1.14 **"Limited Common Areas"** the Common Areas designated on the Drawings as Limited Common Areas and reserved for the use of or serving a certain Unit to the exclusion of the other Units, as further described in Section 3.4. Limited Common Areas are not part of a Unit, however, each Unit Owner shall have an appurtenant interest in and the exclusive use and possession of those Limited Common Areas, if any, reserved to his/her Unit. (Unless specifically excluded, all references to Common Areas shall be deemed to include the Limited Common Areas.)
- 1.15 **"Property"** - all of the real property legally described in attached Exhibit A-1, or that is now or hereafter owned in fee simple by the Association, together with all easements and appurtenances, as the same may be amended or supplemented from time to time. The Property is the Condominium Property.
- 1.16 **"Rules"** - the rules and regulations governing use of the Condominium Property, as may be established by the Board from time to time pursuant to Section 5.4.
- 1.17 **"Unit"** - that part of the Condominium Property subject to individual ownership consisting of the space shown on the Drawings, as further described in Section 3.2.
- 1.18 **"Unit Owner(s)"** - the record owner(s) of fee simple title to a Unit and a percentage interest in the Common Areas. Unit Owner(s) are also sometimes referred to as "Member(s)" in the Association.
- 1.19 The following additional terms are defined elsewhere in this Declaration, as noted below:

TERM	SECTION
Articles	1.2
Certificate	6.6.3
CPI	5.3
Declarant	Opening Page, page 1
Declaration	Opening Page, page 1

Management Company	5.6
Member(s)	1.18
Property	B., page 1
Reception Device(s)	8.5
Regulations	1.2
Threshold	5.3

2. SUBMISSION OF CONDOMINIUM AND PURPOSES

- 2.1 Submission to Condominium Law. Declarant hereby submits the Condominium Property to the condominium form of ownership under Condominium Law. Declarant makes this Declaration binding upon that property and all improvements constructed thereon.
- 2.2 Purposes. The purposes of submitting the Condominium Property to the provisions of the Condominium Law are: to describe the Property as condominium units that may be conveyed to and owned by separate owners; to provide for single-family residential living; to grant rights to an established association to administer the Condominium and to raise funds through assessments; and to impose certain covenants, easements, conditions and restrictions upon the Condominium Property for the benefit of all Unit Owners in furtherance of the following goals:
- 2.2.1 Compliance with all zoning and similar governmental regulations;
- 2.2.2 Promotion of the health, safety and welfare of all Unit Owners and residents of the Condominium Property;
- 2.2.3 Preservation, beautification and maintenance of the Condominium Property and all improvements;
- 2.2.4 Establishment of requirements for the Condominium Property regarding land use, architectural features and site maintenance.
- 2.3 Ownership of Units. Each Unit Owner shall own his/her Unit in fee simple together with an appurtenant, undivided interest in the Common Areas. Each Unit and that Unit Owner's percentage interest of ownership in the Common Areas shall be deemed to be a separate parcel of real property for purposes of taxation and assessment.
- 2.4 Ownership of Common Areas. The Common Areas shall be owned by all of the Unit Owners as tenants in common. Such ownership shall be undivided and no action for partition of any part of the Common Areas may be maintained (except as specifically provided in the Condominium Law), and no Unit owner may waive or otherwise release any right in the Common Areas except as expressly set forth in

this Declaration. Each Unit Owner's percentage interest in the Common Areas is set forth in Exhibit D, which is subject to adjustment as set forth in Article 9.

3. DESCRIPTION OF CONDOMINIUM PROPERTY

- 3.1 Description of Buildings. The principal building materials are: wood, brick, concrete, composition siding, aluminum gutters and fiberglass asphalt shingles.
- 3.2 Description of Units. Each Unit subject to this Declaration consists of the space designated on the Drawings for that Unit as being that Unit, which space is bounded by drywall on perimeter walls, ceilings, and interior walls and includes:
 - 3.2.1 all drywall on perimeter walls, ceilings, and interior walls
 - 3.2.2 the finished interior surfaces, including paint, lacquer, varnish, wallpaper, carpet, tile, wood and other finishing material applied to or making up the floors, ceilings, interior and perimeter walls and doors
 - 3.2.3 all windows, screens and doors, including the frames, sashes, sills, glass, molding, trim, hardware and jambs and the space occupied thereby
 - 3.2.4 all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of a Building and from any utility pipes, lines or systems serving an entire Building or more than one Unit thereof, including without limitation, fireplaces and fireplace flues, garage door openers, built-in cabinets, smoke detectors, cables, heat pumps, sump pumps, built-in appliances, all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit, or the fixtures located therein, and the space occupied by all of those items
 - 3.2.5 the entire heating, ventilating and air-conditioning system for that Unit, including all elements located within and outside the boundaries of that Unit
 - 3.2.6 all plumbing, electrical, heating, cooling and other utility service pipes, accessories, lines, wires, ducts, or conduits that exclusively serve the Unit, or the fixtures located therein, which are located within the boundaries of that Unit
 - 3.2.7 but not the following (even if located within a Unit): all spaces between perimeter walls and spaces located outside the boundaries of any Unit; any supporting wall, structural element or fixture of a Building that is necessary for the existence, support, maintenance, safety or comfort of any other part of the

Condominium Property; roof trusses, plywood, shingles and insulation; and all plumbing, electrical, heating, cooling and other utility service pipes, accessories, lines, wires, ducts, or conduits that service any other Unit.

All Units contain two (2) or three (3) bedrooms and two (2), two and one-half (2 1/2) or three (3) full bathrooms, a kitchen, a dining room, a living room, a laundry room, an entryway and hallway, and various closets. Units are two types, with two different Units of each type, which are built according to substantially similar plans, with minor variations depending on the location and layout of the Unit within a Building and the options chosen by purchasers. The details of the location and dimensions of each type of Unit are depicted in the Drawings for that Unit.

3.3 Description of Common Areas. The remainder of the Condominium Property which is not included in the definition of a Unit set forth in Section 3.2 above, constitutes Common Areas, which are owned by the Unit Owners as tenants in common, in the proportionate interests as set forth in Exhibit D, as the same may be modified from time to time. The Common Areas are depicted on the Drawings, and include without limitation the following:

- 3.3.1 any supporting wall, structural element or fixture of a Building that is necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property, even if located within a Unit;
- 3.3.2 all plumbing, electrical, heating cooling and other utility service pipes, accessories, lines, wires, ducts, or conduits that service more than one Unit;
- 3.3.3 each Building's foundations, foundation walls, roof, roof joist space, columns, girders, joists and beams;
- 3.3.4 sidewalks and yards;
- 3.3.5 outdoor parking areas, driveways, pavement and sidewalks;
- 3.3.6 trees, lawns, fences, gardens, landscaping and other natural features;
- 3.3.7 and any and all rights and easements benefiting the Condominium Property.

3.4 Limited Common Areas. Each Unit Owner is granted an exclusive license to use and occupy the Limited Common Areas designated for that particular Unit in the Drawings, or reserved to that Unit. The Limited Common Areas include those portions of the Common areas designated on the Drawings as being reserved for the use of a certain Unit to the exclusion of all other Units, including the window wells, private decks adjacent to each Unit, and the installation of any central

services serving only a certain Unit or limited number of Units (such as power, light, gas, cold water, refrigeration and incineration and all other apparatus and installations serving only a certain limited number of Units, except the furnaces, air conditioners and hot water heaters that are part of each Unit).

- 3.5 Computation of Percentage Interest in the Common Areas. The extent of each Unit Owner's percentage interest ownership of the Common Areas is listed on attached Exhibit D, which shall be determined by dividing the Unit's par value by the aggregate value of all par values of all Units. No Unit Owner may waive or release any rights in the Common Areas, and each Unit Owner's undivided interest in the Common areas will not be separated from the Unit to which it is appurtenant. The percentage interests of all Units shall remain constant and shall not be changed except as permitted in Article 9, by an amendment to this Declaration, or as otherwise permitted by law.

4. MEMBERSHIP

- 4.1 Formation. Declarant has formed the Association to administer the Condominium Property in accordance with the provisions of the Condominium Law and the Condominium Documents by filing the Articles with the Ohio Secretary of State.
- 4.2 Membership. Every Unit Owner shall be deemed to have a membership in the Association upon acquisition of an ownership interest in a Unit. Membership is a right appurtenant to and inseparable from a Unit Owner's fee simple title to a Unit, and such right of membership shall automatically transfer to any transferee of fee simple title to a Unit at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Unit Owner's membership. There shall be no more than one membership per Unit owned. In the event that a Unit is owned by more than one person, such persons shall have one membership in the Association in common.
- 4.3 Service of Process. The person to receive service of process for the Association shall be the person as designated by Resolution of the Board and filed on the appropriate form for a non-profit corporation with the Secretary of State of Ohio as statutory agent. The Board may remove at any time any person acting as statutory agent for the Association, and designate a successor by Resolution, and such removal shall be effective upon filing of the appropriate form

designating a successor statutory agent with the Secretary of State of Ohio.

5. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 5.1 Powers. The Association shall have all of the powers and rights granted to it by the Condominium Law and the Condominium Documents.
- 5.2 Common Areas. The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas (subject to the obligations of the Unit Owners with respect to the Limited Common Areas as set forth herein), if any, and all improvements thereon, and shall keep them in a good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. All costs of administration, repair, maintenance and replacement of Common Areas (subject to the obligations of Unit Owners with respect to the Limited Common Areas as set forth herein) shall be Common Expenses.
- 5.3 Personal Condominium Property and Real Condominium Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold, or other property interests within the Condominium Property, if any, conveyed to it; provided that any transaction involving more than Ten thousand dollars (\$10,000) (the initial "Threshold") must be authorized in advance by a majority vote of the Members. The Threshold amount shall be adjusted annually (from the baseline year of 2000) to reflect the adjustment in the Consumer Price Index for all urban consumers, all items published by the United States Department of Labor, Bureau of Labor Statistics, all city average (the "CPI"). If the CPI becomes unavailable to the public for any reason, a comparable index shall be substituted based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major financial institution, university or recognized financial publisher.
- 5.4 Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Condominium Property, which shall be consistent with this Declaration. The Association shall have the power to impose sanctions on Unit Owners, including without limitation:
- 5.4.1 reasonable monetary fines which shall be considered Unit Assessments
 - 5.4.2 suspension of the right to vote as a Member of the Association
 - 5.4.3 suspension of the right to use the Common Areas

In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration or the Rules against any Unit Owner, tenant, guest or invitee of any Unit Owner, the amount shall be considered a Unit Assessment.

- 5.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio and the Condominium Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.
- 5.6 Contracts and Management Agreements. The Board may retain and employ on behalf of the Association a managing agent (the "Management Company"), and may delegate to the Management Company such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Management Company shall be a Common Expense. Neither the Association nor the Unit Owners will be subject to any contract, management agreement, or lease executed prior to the Unit Owners' assumption of control of the Association unless such contract, management agreement, or lease is extended by the Association within one (1) year after the Unit Owners' assumption of control of the Association, and shall allow for termination by either party, without cause, and without penalty, upon not more than ninety (90) days' prior written notice.
- 5.7 Insurance: Bonds.
- 5.7.1 The Association shall be required to obtain and maintain adequate blanket property insurance, comprehensive "all risk" casualty insurance, liability insurance and flood insurance, covering all of the Condominium Property (including all of the initial improvements on each Unit, but not subsequent improvements or unit Owners' personal property, furniture or fixtures) for one hundred percent (100%) of the current replacement cost, in amounts commonly required by prudent institutional mortgage investors in the State of Ohio.
- 5.7.2 The Association shall obtain and maintain bonding and insurance, with premiums for such paid by the Association and distributed as a Common Expense, in all of the following types :
- 5.7.2.1 Fidelity bond coverage and workers' compensation insurance for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association;

- 5.7.2.2 Adequate comprehensive general liability insurance;
 - 5.7.2.3 Officers' and directors' liability insurance to fund the obligations of the Association;
 - 5.7.2.4 Additional insurance against such other hazards and casualties as required by law;
 - 5.7.2.5 Any other insurance the Association deems necessary;
 - 5.7.2.6 Such other insurance as shall be customarily carried with respect to buildings similar in construction, location and use as the Buildings.
- 5.7.3 All such insurance policies and bonds shall:
- 5.7.3.1 be in the name of the Association for the use and benefit of the individual Unit Owners, with the proceeds payable to the Association, as trustee for the Unit Owners;
 - 5.7.3.2 provide that they are not cancelable without at least ten (10) days' prior written notice to all of the insured, including any Eligible Mortgagee;
 - 5.7.3.3 contain a waiver of the right of subrogation against Unit Owners individually;
 - 5.7.3.4 be primary in the event any Unit Owner has other insurance covering the same loss.
- 5.7.4 In the event of damage or destruction of any portion of the Common Areas, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment against all Unit Owners pursuant to Section 6.7 to cover the additional costs. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners and their eligible Mortgagees, as their interests may appear, in accordance with their percentage of ownership interest in the Common Areas, remittances to Unit Owners and their Eligible Mortgagees being payable to them jointly.
- 5.7.5 Each Unit Owner hereby appoints the Association as its attorney-in-fact to purchase and maintain such insurance, to adjust all claims arising under insurance policies purchased by the Association, to execute and deliver releases, and upon the payment of claims, to make appropriate disposition of the proceeds, and to perform all other acts necessary to accomplish such purposes.

- 5.7.6 All insurance policies and bonds shall be reviewed at least annually by the Board to determine whether the coverage contained therein is sufficient.
- 5.7.7 Each Unit Owner shall be responsible for any other insurance coverage not required to be maintained by the Association, including without limitation, insurance covering their personal property and any improvements made to the Unit after the Unit Owner received the fee simple title to the Unit.
- 5.7.8 Unit Owners shall be responsible for payment of any deductibles applicable to Association insurance policies (which shall be included in Common Expenses) as well as their own policies.
- 5.7.9 Unit Owners shall be responsible for payment of any increase in insurance premiums charged to the Association as a result of that Unit Owner's use or misuse of a Unit, the Common Areas or the Limited Common Areas.

5.8 Casualty Damage

- 5.8.1 If any part of the Condominium Property is damaged by casualty, the Board shall determine the amount of insurance proceeds and shall obtain a reliable and detailed estimate of the cost to repair or rebuild the Units:
 - 5.8.1.1 if less than twenty-five percent (25%) of the units are found by the Board to be un-tenantable after the casualty, the Board shall obtain the estimate within 30 calendar days;
 - 5.8.1.2 if twenty-five percent (25%) or more of the units are found by the Board to be un-tenantable after the casualty, the Board shall obtain the estimate within 90 calendar days.
- 5.8.2 Immediately after the determination of the amount of insurance proceeds, and the estimated cost to repair or rebuild the Units, the Board shall give written notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to repair or rebuild, the amount of insurance proceeds and the estimated amount of Assessments required to pay the excess of the cost of repair or reconstruction over the amount of the proceeds.
- 5.8.3 The Board shall determine to repair or rebuild the damaged Units as follows:
 - 5.8.3.1 if less than twenty-five percent (25%) of the units are found by the Board to be un-tenantable after the casualty, the damaged property shall be repaired or reconstructed by action of the Board or,

- 5.8.3.2 if twenty-five percent (25%) or more of the Units are found by the Board to be un-tenantable after the casualty, the Board shall call a meeting of all Unit Owners within thirty (30) days after the mailing of the notice in 5.8.2. At such meeting, the Board shall present a choice to the Unit Owners and Eligible Mortgagees as to whether the damaged property shall be promptly repaired. If, at such meeting, seventy-five percent (75%) or more of the voting power of the Association, and a majority of the Eligible Mortgagees (each Eligible Mortgagee having one vote for each Unit on which it has a first mortgage) vote not to repair or reconstruct, the Condominium Property shall be subject to an action for partition. If less than seventy-five percent (75%) vote not to repair or rebuild the damaged property, the damaged property shall be repaired or reconstructed by action of the Board.
- 5.8.4 If the damage for which the insurance proceeds are paid is to be repaired or rebuilt, then the proceeds shall be paid first to defray the costs thereof. If all of the Condominium Property is not repaired or rebuilt, then the insurance proceeds attributable to the damaged property will be used to restore the damaged property to a condition compatible with the remainder of the Condominium Property.
- 5.8.5 If it is determined that un-tenantable Units shall not be repaired or rebuilt, insurance proceeds shall be applied first to repair of tenantable Units and Limited Common Areas of those Units. After that, proceeds shall be used to defray the costs of cleaning up un-tenantable Units and repairing the Common Areas of the Condominium Property. All remaining proceeds will be distributed to the un-tenantable Units' Owners and their eligible Mortgagees, as their interests may appear, with remittances to Unit Owners and their Eligible Mortgagees being payable jointly to them.
- 5.8.6 It shall be presumed that the first moneys disbursed in payment of costs of repair or rebuilding shall be from insurance proceeds. Any expense of repair or rebuilding in excess of insurance proceeds received shall be assessed as a Common Expense against the Unit Owners.
- 5.8.7 Any repair or rebuilding will be substantially in accordance with plans and specifications for the original buildings, and original improvements. Any optional improvements that were made to the Units before the casualty are the responsibility of Unit Owners. If it is not possible to repair or rebuild in accordance with the plans and specifications of the original buildings, designs shall be obtained and approved by the Board, and a majority of the Unit Owners and

Eligible Mortgagees of the affected Units. The Board shall be responsible for repair or rebuilding by its action.

- 5.9 Condemnation. The Association shall represent the Unit Owners in any condemnation proceedings, negotiations, settlements or agreements with the condemning authority for acquisition of the Common Areas, or any portion thereof. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of all Unit Owners. If economically feasible, the awards and proceeds shall be used for the restoration and repair of the affected property. If the award is insufficient to pay for necessary restoration or repair work, then the board shall levy a Special Assessment against all Unit Owners to raise funds for the deficit. Any excess award shall be allocated to the respective Unit Owners in accordance with their percentage of ownership interest in the Common Areas, except as to such portion(s) of such award attributable to direct or consequential damages suffered by particular Unit(s) as determined by a court of competent jurisdiction, which shall be apportioned among and distributed to the Unit Owner(s) of such Unit(s) or their Eligible Mortgagees, as their interests may appear, in the ratio that each such damaged interest bears to the aggregate interest of all Unit Owners so damaged. If a partial taking results in the taking of an entire Unit, the Unit Owner of that Unit shall cease to be a Member of the Association, and his/her percentage ownership interest in the Common Areas shall be reallocated to the remaining Unit Owners. Exhibit D shall be amended to reflect such reallocation. In the case of a total taking of all of the Condominium Property, the Condominium shall be terminated and the entire award shall be payable to the Association, to be distributed to all Unit Owners in accordance with their percentage of ownership interest in the Common Areas.
- 5.10 Books, Records. The Association shall maintain current copies of this Declaration, and the Articles of Incorporation, Regulations, Rules, books, records and financial statements of the Association. Upon the reasonable request of any Member, Eligible Mortgagee or Eligible Insurer, the Association shall make available for inspection current copies of this Declaration, and the Articles of Incorporation, Regulations, Rules, books, records and financial statements of the Association. Within one hundred twenty (120) days of the Association's fiscal year-end, the Association shall prepare and make available an audited financial statement of the Association for the immediately preceding fiscal year. Upon receipt of the written request of an Eligible Mortgagee or Eligible Insurer, the Association shall make available to such eligible Mortgagee or Eligible Insurer an audited financial statement of the Association for the immediately preceding fiscal year.

- 5.11 Distribution of Awards and Proceeds. No Unit Owner shall receive any portion of his/her share of any awards or proceeds pursuant to this Article 5 unless and until all liens, Assessments and encumbrances on his/her Unit have been paid, released or discharged in full.

6. ASSESSMENTS

- 6.1 Liability for Common Expenses. Beginning on the first day of the month in which the first Unit is conveyed to a Unit Owner, each Unit Owner will pay to the Association his/her share of Common Expenses, including, all Assessments, according to his/her percentage of ownership interest in the Common Areas. In addition, each Unit Owner will pay to the Association all Unit Assessments levied against him/her. No Unit Owner will be exempted from this obligation by waiving the use or enjoyment of the Common Areas or by abandoning his/her Unit.
- 6.2 Operating Account(s): Reserve Fund. The Board shall establish an operating account(s) for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Areas and performing its obligations hereunder. The Board shall deposit all Annual Assessments into the operating account(s). In addition, the Board shall establish a reserve fund for Capital Expenditures. The Board shall deposit into the reserve fund an amount equal to two months of the Annual Assessment as initially budgeted for each Unit. The Board shall have deposited all Initial Assessments made at the time the Units were sold to the first owners, into the reserve fund. The operating account(s) and reserve fund shall be deposited into segregated accounts, and may be deposited with any institution or may be invested in any manner which the Board, in the exercise of its reasonable business judgment, deems beneficial for the Association. The proportionate interest of each Unit Owner in the operating account(s) and reserve fund shall be appurtenant to his/her Unit, shall not be separated from such Unit and shall be deemed to be transferred with the fee simple title to such Unit.
- 6.3 Types of Assessments. Each Unit Owner, by accepting a deed to a Unit, is deemed to covenant and agree to pay to the Association the following assessments:
- (i) Unit Assessments
 - a. Costs Incurred
 - b. Fines
 - (ii) Annual Assessments
 - (iii) Special Assessments

No Unit Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Areas or by abandoning his/her Unit.

6.3.1 Unit Assessment, Costs Incurred – The Board may levy a Unit Assessment against any Unit(s) to reimburse the Association for costs incurred on behalf of the Unit(s) and the Limited Common Areas assigned to that Unit, including without limitation, costs associated with making repairs that are the responsibility of the Unit Owner; costs of additional insurance premiums specifically allocable to a Unit Owner; costs of any utility expenses chargeable to a Unit Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Unit Assessment by the Board.

6.3.2 Unit Assessment, Fines – The Board may levy a Unit Assessment in the nature of a fine reasonably determined by the Board against the Unit of any Unit Owner who damages any portion of the Condominium Property, violates the Rules or any provision of this Declaration, or suffers or permits his/her family members, guests, invitees or tenants to damage any portion of the Condominium Property or violate such Rules or provisions of this Declaration. Upon its determination to levy such a Unit Assessment, the Board shall give an affected Unit Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Unit Assessment, ten (10) days prior to the effective date of the levy of any Unit Assessment.

6.3.3 Annual Assessments. The Board shall exercise the power to determine the amount of Common Expenses and to levy Assessments therefore. The Board shall estimate the Common Expenses of the Association before the beginning of each calendar year and shall establish the amount of Annual Assessments to include such costs in conjunction with deposits into the Reserve Fund. Each Unit Owner shall pay that portion of the Annual Assessment allocable to his/her Unit. As of the execution date of this Amended Declaration, the Annual Assessments shall be two hundred dollars (\$200.) per month or two thousand four hundred (\$2400.) per year.

The Board shall be entitled to adjust the amount of the Annual Assessments at any time, without prior notice to Unit Owners, if it determines that the current Assessments are excessive or insufficient to maintain the Common Areas, the Reserve Fund, and other Association expenses.

6.3.4 Special Assessments, Consent Not Required -- The Board, without the consent of the Association, may levy against any or all Unit(s) a

Special Assessment to maintain, repair, construct, reconstruct or replace components of the Common Areas to the extent that either:

- (i) awards, proceeds or reserves are insufficient, or
- (ii) only certain Unit(s) are benefited from such work. To the extent that only certain Unit(s) are benefited from such work, only those Unit Owners(s) shall be assessed.

6.3.5 Special Assessments, Consent Required – The Board may levy against any Unit(s) a Special Assessment to pay for new Capital Expenditures or interest expense on indebtedness incurred for the purpose of making new Capital Expenditures not projected to be paid out of the reserve fund; provided that any such Assessment shall have the assent of seventy-five percent (75%) of the voting power of the Association. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than seven (7) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting.

6.4 Taxes. Each Unit Owner will pay real estate taxes and assessments attributable to his/her Unit.

6.5 Utilities. Each Unit and the Common Areas will be separately metered for gas, electric, water, and sewer services. Each Unit Owner is responsible for payment of utility bills attributable to his/her Unit. The Association will pay for the utility costs attributable to the Common Areas, which utility costs shall be included as a Common Expense.

6.6 Remedies for Actions of Unit Owners.

6.6.1 Late Charge: Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge a collection fee of twenty-five dollars (\$25) (which amount is subject to increase from time to time in the Board's discretion) for each month that such Assessment remains unpaid. In addition, any unpaid amount shall bear interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, until paid in full.

6.6.2 Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including, but not limited to, reasonable attorneys' fees, shall become the personal obligation of each Unit Owner beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against a Unit Owner personally obligated to pay any delinquent assessment. A Unit Owner's personal obligation for a Unit's delinquent Assessments shall not pass to his/her successors in title who acquire an interest

after any Assessment becomes due and payable unless expressly assumed by them or required by applicable law. Except as otherwise provided herein, the transfer of an interest in a Unit shall neither impair the Association's lien against that Unit for any delinquent Assessment nor prohibit the Association from foreclosing that lien. No mortgagee shall be required to collect any Assessments.

- 6.6.3 Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Unit against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, the Board may authorize any officer or appointed agent of the Association to file a Certificate of Assessment Lien ("Certificate") for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the Recorder of Greene County, Ohio, containing a description of the Unit which the lien encumbers, the name(s) of the record Unit Owner(s), the amount of the unpaid portion of the Assessment, and such other information as the laws of the State of Ohio may require. The Certificate may be signed by any officer or special authorized agent of the Association. Upon the filing of the Certificate, the subject Unit shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date the Certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by Ohio law for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be prior to any lien or encumbrance subsequently arising or created, and subordinate to the lien of all real estate taxes and assessments and any bona fide first mortgage filed with the Greene County, Ohio Recorder for that Unit. Such lien may be foreclosed in the same manner as a mortgage on real property in an action on behalf of the Association.
- 6.6.4 Foreclosure of Lien. In any foreclosure of a lien for Assessments, the Unit Owner subject to the lien shall be required to pay for all expenses of collection, including without limitation, reasonable attorneys' fees, and the Board shall be entitled to appoint a receiver to collect same. Failure to pay Assessments shall not constitute a default under any mortgage unless otherwise stated in the mortgage.
- 6.6.5 Vote on Association Matters: Use of Common Areas. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Unit Owner's voting rights upon

Association matters and privileges to use the Common areas, except for necessary ingress and egress to his/her Unit, shall be suspended until such Assessment is paid.

- 6.6.6 Distribution of Common Expenses/Profits. Any Common profits shall be distributed among, and any common Expenses shall be charged to, all Unit Owners according to their percentage interest in the Common areas, as and when determined in the discretion of the Board.

7. MAINTENANCE

- 7.1 Maintenance by Association. The Association shall maintain, replace and repair the Common Areas, including without limitation:
- 7.1.1 foundations and foundation walls
 - 7.1.2 window wells
 - 7.1.3 all landscaping and other flora, structures, and improvements situated upon the Common Areas
 - 7.1.4 all personal property used in connection with the operation of the Common Areas
 - 7.1.5 all public sewer lines and water mains from the building line of each Unit to the point of connection to the public main
 - 7.1.6 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
 - 7.1.7 street cleaning and snow removal of all private streets, including driveways
 - 7.1.8 all exterior and structural portions of the Limited Common Areas including those portions of the Limited Common Areas that contribute to the support of the buildings (excluding drywall and interior finished surfaces of interior walls and ceilings and floors of Units) or the Common Areas
 - 7.1.9 performing the following exterior maintenance to improvements located on each Unit: painting, repair and replacement of roofs, gutters, downspouts, and exterior building surfaces.
- 7.2 Maintenance by Unit Owner. Except as expressly stated in Section 7.1, each Unit Owner shall repair, replace, and maintain in good order and condition, at his/her expense, all interior portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Unit and the Limited Common Areas reserved to his/her Unit. This responsibility includes without limitation: promptly furnishing all necessary materials and performing or causing to be performed at

his/her own expense, all maintenance, repairs and replacements within such Unit, that, if omitted, would adversely affect the safety of the Common Areas, including with limitations: fireplaces and fireplace flues, drywall, windows (frames, screens and trim), entryways and doors (frames, jambs, hardware, trim, threshold plates and weather-stripping), air conditioning pads, porches and stoops, skylights (if any), all utilities, fixtures and mechanical equipment servicing the Unit located within that Unit (including HVAC equipment), the interior, non-structural portions of garages (including doors, tracks, springs, rollers and related parts and electric door openers, but not including exterior or structural replacement or repair unless required as a result of a Unit Owner's negligence or willful act), extermination (interior and exterior), sump pumps, and interior damage (regardless of cause). In addition, each Unit Owner shall maintain those portions of his/her Unit that are adjacent to any portion of the Common Areas in Accordance with the Condominium Documents.

- 7.3 Right of Association to Repair. If any Unit Owner fails to maintain his/her Unit and Limited Common Areas in the manner required herein, and if the Board determines that any maintenance is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Areas or any other Unit(s) by Unit Owners, or to prevent damage to or destruction of any other part of the condominium Property, the Board may authorize its employees or agents to enter the Unit at any reasonable time to complete the necessary maintenance, and the Board may levy a Unit Assessment for all reasonable expenses incurred. The Association shall be entitled to enter any Unit or Limited Common Areas to repair or maintain the same and/or any common Areas adjacent to such Unit or Limited Common Areas.
- 7.4 Damage Caused by Unit Owner or Occupant. If the Common Areas or any portion of the Condominium Property is damaged as a result of or arising from the negligence or willful act of any Unit Owner or occupant of a Unit, his/her family, guests, or invitees, the Board may levy a Unit Assessment against such Unit Owner for the cost of repairing or replacing the damaged property. The amount of such Assessment shall not exceed a Unit owner's liability under applicable law.

8. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Condominium Property shall run with the land and be binding upon every Unit Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

- 8.1 Use of Units. Except as otherwise permitted herein, each Unit shall be occupied and used exclusively for single-family, residential

purposes and purposes customarily incidental to a residence. Each 2-bedroom Unit may be occupied by no more than five (5) people and each 3-bedroom Unit may be occupied by no more than six (6) people. No profession, home occupation, trade or industry of any kind (other than those permitted by law) may be conducted, permitted or maintained on any part of the Condominium Property without the prior written approval of the Board.

- 8.2 Use of Common Areas. The Common Areas may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Unit. All uses of the Common Areas shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of Unit Owners and occupants, and shall comply with the provisions of the Condominium Documents and the Condominium Law. There shall be no obstruction of, or storage of anything within, the Common Areas, except with the prior consent of the Board. There shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, chairs or waste containers on any part of the Common Areas (not including the Limited Common Areas, subject to Section 8.1.3), except as set forth in the Rules. Nothing shall be altered, constructed in, removed from or added to the Common Areas without the prior written approval of Declarant and/or the Board.
- 8.3 Use of Limited Common Areas. The Limited Common Areas may be used exclusively by the Unit Owner who has reserved or been assigned use of such areas, subject to all applicable zoning and fire codes and the restrictions set forth in the Condominium documents, including without limitation, the Rules. Only outdoor furniture, and plants may be kept on the decks, provided that they do not interfere with another Unit Owner's use or enjoyment of his/her Limited Common Areas. Firewood, baby carriages, playpens, bicycles, wagons, toys, waste containers or vehicles shall not be stored on decks or other Limited Common areas.
- 8.4 Hazardous Actions or Materials. Nothing shall be done or kept in any Unit or in or on any portion of the Common Areas that is unlawful or hazardous, or that might reasonably be expected to increase the cost of insurance covering the Common Areas, or that might unreasonably disturb the quiet occupancy of any person residing in any other Unit. No waste shall be permitted on the Common Areas.
- 8.5 Exteriors of Units and Reception Devices: Reception Devices shall be defined as follows: satellite dish not more than one meter in diameter, including supporting hardware, or antenna of any type designed to receive television broadcast signals;

- 8.5.1 nothing shall be hung or displayed on the outside of any windows, walls or any Building
- 8.5.2 no sign (for sale, for rent or other), awning, canopy, umbrella, shutter, wall, fence, clothing or laundry, flag, hanging basket, satellite dish exceeding one meter in diameter, irregularly shaped satellite dish or antenna of any type (unless the antenna is designed to receive television broadcast signals and is installed in accordance with Section 8.5) shall be erected, posted or displayed by any Unit Owner upon the exterior surfaces of Buildings without the consent of the Board, unless otherwise expressly permitted in the rules.
- 8.5.3 The Association may regulate the location, manner of installation, color and screening of any "Reception Device" which a Unit Owner desires to install, as long as such regulation does not:
- (i) unreasonably delay or prevent the installation of a Unit Owner's chosen Reception Device(s)
 - (ii) unreasonably increase the cost of the installation, maintenance or use of a Unit Owner's Reception Device(s), or
 - (iii) preclude reception of an acceptable quality broadcast signal.
- 8.5.4 Reception Devices will be installed solely within a Unit Owner's Unit or Limited Common Area designated on the Drawings for the exclusive use of such Unit. Installation of a Reception Device within a Limited Common Area does not convert the Limited Common Area to individual property. If an acceptable quality signal can be received by placing Reception Devices inside a Unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited. Reception Devices installed in Limited Common Areas may be no larger or installed no higher than is absolutely necessary for reception of an acceptable quality signal. Reception Devices may not encroach upon any Common Areas, any other Unit or Limited Common Area, or the air space of another Unit Owner's Limited Common Area. Installation of Reception Devices on Common Areas is prohibited, regardless of whether an acceptable quality signal can or cannot be received from a Unit Owner's Unit or Limited Common Area.
- 8.5.5 Reception Devices will be installed in a good and workmanlike manner which complies with all applicable city

and state laws and regulations and manufacturer's instructions so as not to damage the Condominium Property, pose any safety hazard, void any warranties of the Association or other Unit Owners, or in any way impair the integrity of any Building. Unit Owners will be responsible for damage to any Condominium Property resulting from installation or removal of a Reception Device. No penetration of the exterior of any Building or Limited Common Areas is permitted unless such penetration is necessary to receive an acceptable quality signal or prevent unreasonable increase in the cost of installation. If such penetration is necessary, it shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. Reception Devices that will extend more than three (3) feet above the roofline of any Building are presumed unsafe.

- 8.5.6 Unit Owners are responsible for maintenance and repair of their Reception Devices and are liable for any personal injury or property damage caused by such Reception Devices. If the Reception Device threatens safety or if temporary removal is required to permit the Association to maintain Common Areas or Limited Common Areas, the Association may remove the Reception Device at the expense of the Unit Owner.
- 8.5.7 The Association may require a Unit Owner to paint a Reception Device to match the Building and/or Limited Common Areas with a specific brand, type and color of paint, as long as such paint will not preclude reception of an acceptable quality signal or void a manufacturer's warranty for a Reception Device. The Association may require repainting or replacement if the exterior surface of a Reception Device deteriorates. The Association may require camouflaging of Reception Devices through inexpensive screening or plantings at the Unit Owner's expense if the Reception Device is visible from other Units or Common Areas. The Association may require more expensive screening to reduce the aesthetic impact of Reception Devices, and the cost of such screening will be a Common expense.
- 8.5.8 Prior to the installation of a Reception Device, a Unit Owner must notify the Association in writing of the type of Reception Device and proposed location and provide the Association with a copy of any required permit. If the Reception Device is to be installed within a Limited Common Area designated for the exclusive use of such Unit Owner, the Unit Owner will immediately allow the Association access to such Limited

Common Area, so that locations (if any) which will permit the reception of an acceptable quality signal can be identified, and installation of Reception Devices will be limited to those locations so identified.

- 8.5.9 If the Federal Communications Commission rules that an association may provide a central Reception Device(s) through which all interested Unit Owners may receive service, the Association may prohibit installation of Reception Devices by individual Unit Owners and instead require Unit Owners to connect to such central Reception Device(s).
- 8.6 Animals. No animals of any kind shall be raised, bred or kept in any Unit or on any portion of the Common Areas, except that not more than two usual and ordinary domestic pets (such as dogs and cats) may be kept by a Unit Owner within a Unit for non-commercial purposes only. No pets shall be permitted in the Common Areas unless carried or leashed. After five (5) days' notice, the Association may require any Unit Owner permanently to remove a pet which has been repeatedly annoying or harassing any other Unit Owner or occupant. Unit Owners shall prevent their pets from soiling or damaging the Condominium Property, and each Unit Owner shall promptly clean, repair or replace any damage caused by his/her pet.
- 8.7 Fires. No open fires shall be permitted on the Common Areas, except that outdoor grill-type fires are permitted (if allowed by applicable building codes) within the Limited Common Areas by the person entitled to the exclusive use thereof, but only for the preparation of food to be consumed in the adjacent Unit.
- 8.8 Nuisances. No noxious, offensive, or illegal trade or activity shall be permitted in the Common Areas or within any Unit.
- 8.9 Hotel/Transient Uses. No Unit may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.
- 8.10 Leases. No Unit Owner may enter into a lease for his/her Unit for a term of less than seven (7) days. All leases shall be in writing and shall be made expressly subject to the terms of the Condominium documents. The Association shall have the right to bring an action in its own name or in the name of the Unit Owner or a bona fide first mortgagee in possession as landlord against a tenant who is in violation of the condominium Documents in order to bring eviction proceedings and/or sue for damages.

- 8.11 Vehicles. Parking of vehicles shall be limited to designated parking areas and the attached garages of Units. No inoperable vehicle shall be parked on the Common Areas. Permitted vehicles include passenger cars, compact light duty trucks (with a maximum gross volume weight of three thousand (3,000) pounds), and minivans. Recreational vehicles (such as boats, larger vans, larger trucks, motorcycles, campers, or trailers) are expressly prohibited anywhere within the Condominium Property, unless parked at all times within an attached garage of a Unit. The major repair or extraordinary maintenance of cars or other vehicles may not be carried out anywhere within the Condominium Property. No commercial vehicle (including taxicabs and trucks used for business purposes, i.e., those having signs or ladder racks) shall be kept upon the Condominium Property unless completely enclosed within an attached garage of a Unit. In addition, the Board may create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Areas. In addition to its authority to levy Unit Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules, levy fines or take any other appropriate action, the cost of which shall be levied as a Unit Assessment against a Unit, the Unit Owner of which necessitated such Board action. Notwithstanding the foregoing, no Unit Owner shall be entitled to use, keep or store more than two (2) vehicles per Unit anywhere on the Condominium Property, provided however, the Board is authorized to grant to any Unit Owner, upon proper application by such Unit Owner, a variance for the right to use, keep or store other vehicles on the Condominium Property if such vehicles are always kept or stored only within the attached garages of the Unit and/or the driveway of the Unit, in accordance with the terms and conditions set forth in this Declaration. Each other Vehicle Variance may be granted by the Board in its reasonable discretion based upon the personal hardship, special family circumstances or job requirements of the Unit Owner requesting such other Vehicle Variance. The Board is authorized and directed to establish and disseminate uniform guidelines, which may be changed from time to time upon reasonable notice to the Unit Owners, for the granting of any other Vehicle Variance, including but not limited to, application procedures, location of parking and length of time for such other Vehicle Variance.
- 8.12 Trash. No burning or storage of trash of any kind shall be permitted on the Condominium Property. All trash shall be deposited in covered, sanitary containers, kept within the garage of the Units, except on the evening before and day of collection. All trash shall be collected by the same waste hauling service (to be chosen by the Board) on the same day each week. Unit Owners are responsible to ensure that their trash is securely contained and is not spread over the Condominium Property by animals or windstorms.

- 8.13 Recreational Devices. No fence, goal, net, or other recreational device shall be permitted anywhere on the Common Areas, without the prior written approval of the Board.
- 8.14 Enforcement of Restrictions. In addition to any other remedy provided in the Condominium Documents or the Condominium Law, the Association is empowered to levy fines upon Unit Owners for any violation of a restriction set forth in this article 8, pursuant to a schedule of fines established by the Board, as may be revised from time to time. All unpaid fines shall be assessed on the Unit as a Unit Assessment, including without limitation reasonable attorneys' fees, and the Association shall have a lien for the same, which may be enforced by the terms of this Declaration.
- 8.15 Nondiscrimination. No Unit Owner, or its agent, employee or representative, shall discriminate on the basis of race, religion, color, sex, handicap, familial status or national origin, in the sale or rental of any Unit, or in the use of the Common Areas.
- 8.16 Design Guidelines. The exteriors of all Units, pedestrian walkways, driveways, parking areas, dumpster pads and enclosures (if any) signage and landscaping shall not be altered (including without limitation, siding material or color, trim material or color, brick color, lighting fixtures, roofing material or color) without the approval of the Board, nor shall any temporary or permanent facilities or structures be added to the Condominium Property without approval of the Board and any applicable governmental authorities. No window coverings visible from the exterior of the Units may be a color other than white without the prior written approval of the Board.

9. EXPANSION OF THE CONDOMINIUM

- 9.1 Number of Units. The Board establishes that the number of Units on the Condominium Property is eighty-six (86) Units in thirty-five (35) Buildings.
- 9.2 Par Value of each Unit. The par value of each unit is \$1., with a total par value of \$86.
- 9.3 Amendment to Declaration to Expand Condominium Property. Effective with the Recording of the 29th Amendment to the Declarations, the Board may no longer exercise the option to expand the Condominium Property

10. EASEMENTS

Every Unit of the Condominium Property shall be benefited and burdened by the following easements, each of which shall run with the land and remain in effect until the Condominium Property is removed (if ever) from the provisions of the Condominium Law.

- 10.1 Easements for Support. Every portion of each Building or other improvement on the condominium Property contributing to the support of another part of any Building or other improvement on the Condominium Property shall be burdened with an easement of support for the benefit of all such other Building(s) or improvements on the Condominium Property.
- 10.2 Easement of Access and Enjoyment Over Common Areas. Every Unit Owner shall have a right and easement (in common with all other Unit Owners) of enjoyment in, over, and upon the Common Areas, and a right of access to and from his/her Unit, which rights shall be appurtenant to, and shall pass with the title to, his/her Unit, subject to the terms and limitations set forth in this Declaration. A Unit Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees, but such shall not relieve that Unit Owner of his/her obligations under the Condominium Documents.
- 10.3 Right of Entry. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Condominium Property, including without limitation the Units (if the Board deems such entry necessary for public safety reasons or to prevent the damage or destruction of the Condominium Property), for the purpose of performing the Association's rights or obligations set forth in the Condominium Documents. Such authorized persons may enter any Unit to remove or correct any violation of the Condominium documents, or to maintain, repair, and replace the Limited Common Areas, but only during reasonable hours and after providing twenty-four (24) hours' advance notice to the Unit Owner, except in cases of emergency. No prior notice will be required for entry onto the Common Areas.
- 10.4 Easement for Utilities and Other Purposes. Developer and the Association have easements over and under the Units and Limited Common Areas for access as may be necessary for the purpose of maintaining, repairing or servicing the common Areas, and each Unit Owner has easements over the Common Areas for access to his/her Unit. Each Unit Owner has easements to and throughout the Common Areas as may be necessary for the use of water, gas, sewer, electricity and other utilities now or hereafter existing. Each Unit is subject to a reasonable easement in favor of the Association, its employees and agents to go into such Unit for emergency reasons or to exercise its

rights under the Condominium Documents subject to limits set forth therein. The Association has easements through, over and under the Units and the Limited Common Areas for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the wall of the Units. In addition, the Association shall have, and may grant, easements for maintenance and repair of private utility lines existing in the Common Areas for the benefit of the Units.

- 10.5 Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliveryman, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Areas to perform their duties.
- 10.6 Easement for Retention, Detention and Surface Drainage Areas. The Association, by and through its President upon authorization from the Board, may convey easements over the Condominium Property to any entity, including cross-easements between Units, for the purpose of constructing, installing, maintaining, and operating retention, detention and surface drainage areas for the Condominium Property, and to any entity for such other purposes as the Board deems appropriate; provided that the exercise of such easement rights shall not unreasonably interfere with the Unit Owners' use and enjoyment of the Condominium Property. The Association, by and through its President upon authorization from the Board, may grant such easements over all portions of the Condominium Property for the benefit of adjacent properties as the Board deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Unit Owners.
- 10.7 Easement for Encroachments. Each Unit, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any other Unit or the Common Areas as a result of any deviations from the Condominium Drawings because of construction. If by reason of the repair, restoration, partial or total destruction and rebuilding of any of the Buildings or improvements constituting a part of the Condominium Property any part of the Common Areas shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utilities systems within the Condominium Property, any pipes, ducts, or conduits serving any Unit shall encroach upon any other Unit, easements have been or will be established in favor of the Unit Owner or the Association, as the case may be, for the maintenance of any such encroachment.
- 10.8 Construction Easement. The Board retains a non-exclusive easement for access over the Condominium Property and use of the Common

Areas to complete construction, repair or rebuilding of buildings, retaining walls, curbs, street surfaces and any other improvements. Such easement shall run with the land until such construction of the buildings, retaining walls, curbs, street surfaces and any other improvements is fully completed.

- 10.9 Additional Easements. The Association, by and through its President upon authorization from the Board, has the right to grant additional permits, licenses and easements over the Condominium Property.
- 10.10 Access. Pursuant to ORC 5311.03 C (1), the Condominium Property has access to New Germany-Trebein Road, a dedicated street, over Eagle View Drive, Mulligan Way, and Double Eagle Drive, private roadways which are a part of the Common Areas and maintained by the Association.
- 10.11 Power of Attorney. Each Unit Owner, by accepting a deed conveying such interest, irrevocably appoints the Association as his/her attorney-in-fact, coupled with an interest, and authorizes, directs and empowers them to execute, acknowledge and record for and in the name of such Unit Owner, such easements or other instruments as may be necessary to effect the foregoing.

11. RIGHTS OF ELIGIBLE MORTGAGEES

- 11.1 Record of Mortgages. Any Unit Owner who mortgages his/her ownership interest shall notify the Association in writing of the name and address of the mortgagee(s) and of the subsequent payment, cancellation or other alteration of the mortgage.
- 11.2 Notice of Eligible Mortgagees. Upon written request to the Association identifying the name and address of the Eligible Mortgagee, the Eligible Insurer and/or the Unit Owner and Unit address, such eligible Mortgagee and Eligible Insurer will be entitled to timely written notice of:
 - 11.2.1 Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit on which there is a mortgage held, insured, or guaranteed by such eligible Mortgagee or Eligible Insurer, as applicable;
 - 11.2.2 Any thirty (30) day delinquency in the payment of Assessments owed by a Unit Owner subject to a mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable (provided that failure to so notify any such eligible Mortgagee or eligible Insurer shall not relieve the Unit Owner of his/her obligation to pay such Assessments);

- 11.2.3 Any default in the performance of any obligation under the Condominium Documents by a Unit Owner whose mortgage is held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
 - 11.2.4 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 - 11.2.5 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees; and
 - 11.2.6 Any proposed termination of the Association or Condominium Property as condominiums.
- 11.3 Consent of Eligible Mortgagees. Except for the amendments specified in Section 9.3 and 12.4 which do not require the consent of Unit Owners or Eligible Mortgagees, none of the following amendments to the declaration shall be effective as to an Eligible Mortgagee without the Eligible Mortgagee's consent:
- 11.3.1 Any change in the allocation of percentage interests in common Areas appertaining to the Unit mortgaged;
 - 11.3.2 Any change in the boundary of the Unit mortgaged;
 - 11.3.3 Any change in the allocation of voting rights affecting the Unit mortgaged;
 - 11.3.4 Any change in the liability for Common Expenses of the Unit mortgaged;
 - 11.3.5 Any change in the purposes to which any Unit mortgaged is restricted, or any change in the purposes to which the Common Areas are restricted.

The consent of an Eligible Mortgagee shall be deemed given when such Eligible Mortgagee fails to respond in writing to any written notice of a proposed amendment within thirty (30) days after it receives such notice. In the amendment, or in a writing placed of record thereafter, the Management Company or the Secretary of the Association, as the case may be, shall certify as to the Eligible Mortgagees consents obtained. Notwithstanding anything to the contrary contained herein, consent of mortgagees for whom the Association has not received the notice or request pursuant to Sections 11.1 and 11.2 shall not be required to effect the amendments described in this Section, nor shall such mortgagees be entitled to receive any notices, exercise any voting rights, or receive any insurance or condemnation proceeds to which they otherwise would be entitled under the provisions of this Declaration if they were Eligible Mortgagees.

12. MISCELLANEOUS

- 12.1 Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Greene County, Ohio Recorder, and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a vote of the majority of the Members.
- 12.2 Enforcement. This Declaration may be enforced by any proceeding at law or in equity, any Unit Owner, the Association and their respective heirs, successors and assigns, against any person (s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover damages (including without limitation reasonable attorneys' fees).
- 12.3 Waiver Failure of the Association or any Unit Owner to enforce such provisions in any manner shall not constitute a waiver of any right to enforce any violation of such provisions. By accepting a deed to a Unit, each Unit Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the Condominium Documents.
- 12.4 Amendments. Any amendment will be filed for recording in the office of the Greene County, Ohio Recorder.
- 12.4.1 Voting Power of the Association. This Declaration may be amended only by a vote of seventy-five percent (75%) of the voting power of the Association; provided, however, that Board may make the following amendments without the consent of the Members:
- (i) to correct or further clarify the legal descriptions of the Condominium Property or the Common Areas;
 - (ii) to correct clerical or typographical errors to make nominal changes in the Condominium Documents;
 - (iii) to clarify or otherwise accomplish the Declarant's original intent
 - (iv) to make any changes necessary or desirable to meet the requirements of any institutional lender, or any agency which guarantees, insures, or purchases loans on Units;
 - (v) to add fences, landscaping, recreational facilities or paved areas to the Condominium Property;

Each Unit Owner irrevocably designates the Board as his/her proxy and attorney-in-fact to make any of the above-described amendments without his/her consent.

12.4.2 Approval of Eligible Mortgagees. The approval of Eligible Mortgagees holding first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to such mortgages appertain shall be required for any material amendment to the Declaration or Regulations made after the date this Declaration is recorded in the office of the Greene County, Ohio Recorder, or the addition of any material provision thereto after such date, which establishes, provides for, governs or regulates any of the following:

- (i) voting assessments, assessment liens or subordination of such liens;
- (ii) reserves for maintenance, repair, and replacement of the Common Areas;
- (iii) insurance or fidelity bonds;
- (iv) rights to use the Common Areas;
- (v) responsibility for maintenance and repair of the several portions of the Condominium Property;
- (vi) expansion or contraction of the Condominium Property or the addition or annexation of property thereto or the withdrawal of property there from, unless the expansion, addition or annexation is in accordance with Article 9 hereof;
- (vii) redefinition of the boundaries of any Unit (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding first mortgages in such Unit or Units must approve such action)
- (viii) reallocation of interests in the Common Areas or Limited Common Areas (except that when Limited Common Areas are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding first mortgages on such Units must approve such action);
- (ix) convertibility of Units into Common Areas or of Common Areas into Units;
- (x) leasing of Units;
- (xi) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- (xii) establishment of self-management by the Association where professional management has previously been required by the Condominium Documents, any Eligible Mortgagee or Eligible Insurer;

Ohio Records certifying that all outstanding taxes, assessments, liens and encumbrances have been released or satisfied.

Upon the filing of such certificate, the Condominium Property will be deemed removed from the Condominium Law.

- 12.6 Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio or the United States, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.
- 12.7 Fines or Penalties. If any Unit Owner violates the provisions of this Declaration or the Rules in a manner that entitles the Association to levy a fine or impose a penalty on such Unit Owner or suspend voting or rights to use the Common areas, then the Association shall provide the Unit Owner then (10) days' written notice of his/her default and the opportunity to be heard by the Board, or a duly appointed committee, prior to imposition of the fine, penalty or suspension. Each Unit Owner shall have a civil cause of action for damages against any party for their failure to comply with the lawful provisions of the Condominium Documents or any applicable law of the State of Ohio or the United States. Any action by the Association may be commenced in its own name or in the name of its Board or managing agent.
- 12.8 Captions. The caption of each article and section of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.
- 12.9 Interpretation. The provisions of this Declaration shall be literally construed to effectuate the purpose of creating a uniform plan for the establishment and the operation of a first-class residential condominium development. In case of any conflict between the Condominium Law and the Condominium Documents, the Condominium Law shall control. In case of any conflict between the Declaration and the Regulations, the Declaration shall control. Nothing herein shall be construed by implication to omit any of the rights, powers and authorities granted by the provisions of the Condominium Law.
- 12.10 Notices. Notices to a Unit Owner shall be given in writing, by personal delivery, at the Unit, or by depositing such notice in the United States mail, first class, postage prepaid, to the address of the Unit Owner as shown by the records of the Association, or as otherwise designated in writing by the Unit Owner. Notices to the Association shall be given in writing, by personal delivery, or by depositing such notice in the United States mail, first class, postage prepaid, to the address set forth below, or as otherwise designated in writing. Notices shall be deemed given

when personally delivered or two business days after being deposited in the United States mail. To the Association:

The Fairways at Canterbury Village Condominium Association, Inc.
In care of: Current Management Company

- 12.11 Limitation of Liability. The Board or any of its agents, representatives, successors or assigns, shall not be liable for any claims whatsoever arising out of, or caused by its actions or inaction pursuant to any authority granted or delegated to it by the Condominium Documents, whether or not such claim shall be asserted by any Unit Owner, occupant, the Association, the Board or by any person or entity claiming through any of them, or on account of or arising from any injury to person or damage to or loss of property from whatever cause or action.

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List of Exhibits

(With relationship to Twenty-Ninth Amendment shown.)

- Exhibit A Legal Description of The Condominium Property**
Replaces Exhibits A-1 and A-2 with Twenty-Ninth Amendment, completed by new Title search.
- Exhibit A-1 Legal Description of The Condominium Property**
Not a part of Twenty-Ninth Amendment, except by reference.
- Exhibit A-2 Legal Description of the Future Expansion Areas**
No longer a part of the Declaration as no expansion areas exist.
- Exhibit A-3 Site Plan**
Not a part of Twenty-Ninth Amendment, except by reference.
- Exhibit B-1 Articles of Incorporation**
Amended, and attached, as part of Twenty-Ninth Amendment.
- Exhibit B-2 Regulations**
Amended, and attached, as part of Twenty-Ninth Amendment.
- Exhibit C Drawings**
Not a part of Twenty-Ninth Amendment, except by reference.
- Exhibit D Percentage Ownership of All Units**
Amended, and attached, as part of Twenty-Ninth Amendment.
- Exhibit E Schedule of Amendments**
Added with Twenty-Ninth Amendment to describe each Amendment.

**EXHIBIT "A" to the
29th Amendment of Fairways at Canterbury Village**

All property hereinafter described as follows:

Phase/Section 1: Recorded 07/26/2000

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 291 & 292 – Building 29 of the Fairways at Canterbury Trails Condominium Section 1, Plat Cabinet 34, Pages 589A thru 591B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1444 Page 1, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 2: (1st Amendment) recorded 06/26/01.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 71 & 72 – Building 7 of the Fairways at Canterbury Trails Condominium Section 2, Plat Cabinet 34, Pages 712A thru 714B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1557 Page 103, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 3: (2nd Amendment) recorded 08/14/01.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 341 & 342 – Building 34 of the Fairways at Canterbury Trails Condominium Section 3, Plat Cabinet 34, Pages 735B thru 738A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1581 Page 548, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 4: (3rd Amendment) recorded 09/24/01.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 311 & 312 – Building 31 of the Fairways at Canterbury Trails Condominium Section 4, Plat Cabinet 34, Pages 746B thru 749A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1601 Page 473, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 5: (4th Amendment) recorded 12/18/01.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 81 & 82 – Building 8 of the Fairways at Canterbury Trails Condominium Section 5, Plat Cabinet 34, Pages 788A thru 790B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1650 Page 671, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 6: (5th Amendment) recorded 2/15/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 11 & 12 – Building 1 of the Fairways at Canterbury Trails Condominium Section 6, Plat Cabinet 34, Pages 819A thru 822A, of Greene County, Ohio as described in the

Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1687 Page 60, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 7: (6th Amendment) recorded 02/15/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 281 & 282 – Building 28 of the Fairways at Canterbury Trails Condominium Section 7, Plat Cabinet 34, Pages 822B – 825A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1687 Page 75, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 8: (7th Amendment) recorded 04/26/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 301 & 302 – Building 30 of the Fairways at Canterbury Trails Condominium Section 8, Plat Cabinet 34, Pages 851A thru 853B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1723 Page 404, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 9: (8th Amendment) recorded 09/09/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 321 & 322 – Building 32 of the Fairways at Canterbury Trails Condominium Section 9, Plat Cabinet 34, Pages 908A thru 910B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1797 Page 382, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 10: (9th Amendment) recorded 09/24/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 91, 92, 93 & 94 – Building 9 of the Fairways at Canterbury Trails Condominium Section 10, Plat Cabinet 34, Pages 924B thru 927A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1808 Page 241, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 11: (10th Amendment) recorded 11/22/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 331 & 332 – Building 33 of the Fairways at Canterbury Trails Condominium Section 1, Plat Cabinet 34, Pages 959A thru 961B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1856 Page 602, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 12: (11th Amendment) recorded 12/6/02.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 271 & 272 – Building 27 of the Fairways at Canterbury Trails Condominium Section 12, Plat Cabinet 34, Pages 974B thru 977A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium

recorded in Official Records Book 1866 Page 286, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 13: (12th Amendment) recorded 05/12/03.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 261 & 262 – Building 26 of the Fairways at Canterbury Trails Condominium Section 13, Plat Cabinet 34, Pages 25B thru 28A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 1987 Page 166, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 14: (13th Amendment) recorded 07/15/03.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 101, 102, 103 & 104 – Building 10 of the Fairways at Canterbury Trails Condominium Section 14, Plat Cabinet 35, Pages 56B thru 59A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2041 Page 480, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 15: (14th Amendment) recorded 08/14/03.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 351 & 352 – Building 35 of the Fairways at Canterbury Trails Condominium Section 15, Plat Cabinet 35, Pages 72A thru 74B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2077 Page 789, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 16: (15th Amendment) recorded 08/14/03.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 61, 62, 63 & 64 – Building 6 of the Fairways at Canterbury Trails Condominium Section 16, Plat Cabinet 35, Pages 75A thru 77B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2077 Page 800, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 17: (16th Amendment) recorded 10/08/03.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 51 & 52 – Building 5 of the Fairways at Canterbury Trails Condominium Section 17, Plat Cabinet 35, Pages 94A thru 96B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2124 Page 561, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 18: (17th Amendment) recorded 12/4/03.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 41 & 42 – Building 4 of the Fairways at Canterbury Trails Condominium Section 18, Plat Cabinet 35, Pages 118B thru 121A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2159 Page 571, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 19: (18th Amendment) recorded 02/13/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 31 & 32 – Building 3 of the Fairways at Canterbury Trails Condominium Section 19, Plat Cabinet 35, Pages 156B thru 159A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2192 Page 720, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 20: (19th Amendment) recorded 05/17/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 191 & 192 – Building 19 of the Fairways at Canterbury Trails Condominium Section 20, Plat Cabinet 35, Pages 189A thru 191B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2246 Page 289, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 21: (20th Amendment) recorded 07/13/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 151 & 152 – Building 15 of the Fairways at Canterbury Trails Condominium Section 21, Plat Cabinet 35, Pages 201A thru 203B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2279 Page 1, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 22: (21st Amendment) recorded 08/06/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 21 & 22 – Building 2 of the Fairways at Canterbury Trails Condominium Section 22, Plat Cabinet 35, Pages 217B thru 220A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2203 Page 623, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 23: (22nd Amendment) recorded 09/17/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 161 & 162 – Building 23 of the Fairways at Canterbury Trails Condominium Section 23, Plat Cabinet 35, Pages 243B thru 246A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2314 Page 212, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 24: (23rd Amendment) recorded 09/14/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 171 & 172 – Building 17 of the Fairways at Canterbury Trails Condominium Section 24, Plat Cabinet 35, Pages 246B thru 249A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2314 Page 223, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 25: (24th Amendment) recorded 11/02/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 121 & 122 – Building 12 of the Fairways at Canterbury Trails Condominium Section 25, Plat Cabinet 35, Pages 271A thru 272B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2334 Page 923, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 26: (25th Amendment) recorded 12/17/04.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being:

Units 291 & 292 – Building 11

Units 131, 132, 133, 134 – Building 13

Units 141, 142, 143, 144 – Building 14

Units 201, 202, 205 – Building 20

of the Fairways at Canterbury Trails Condominium Section 26, Plat Cabinet 35, Pages 297A thru 301B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2355 Page 683, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 27: (26th Amendment) recorded 1/28/05.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being:

Units 181 & 182 – Building 18

Units 251, 252, 253 – Building 25

of the Fairways at Canterbury Trails Condominium Section 27, Plat Cabinet 35, Pages 324B thru 327A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2371 Page 73, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 28: (27th Amendment) recorded 04/20/05.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being:

Units 211, 212 and 213 – Building 21

Units 221, 222 and 223 – Building 22

Units 241, 242 and 243 – Building 24

of the Fairways at Canterbury Trails Condominium Section 28, Plat Cabinet 35, Pages 356B -- 360A, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2403 Page 534, and all supplements and amendments thereto, of the Greene County, Ohio Records.

Phase/Section 29: (28th Amendment) recorded 07/12/05.

Situated in Section 29, Township 3, Range 7, City of Beavercreek, County of Greene, State of Ohio and being Units 231, 232, 233 – Building 23 of the Fairways at Canterbury Trails Condominium Section 29, Plat Cabinet 36, Pages 1A thru 2B, of Greene County, Ohio as described in the Declaration of Condominium Ownership for Fairways at Canterbury Village Condominium recorded in Official Records Book 2441 Page 216, and all supplements and amendments thereto, of the Greene County, Ohio Records.

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Amended to read as follows:

REGULATIONS OF

The Fairways at Canterbury Village Condominium Association, Inc.

1. GENERAL

- 1.1 Name. The name of the corporation is The Fairways at Canterbury Village Condominium Association, Inc. (the "Association").
- 1.2 Principal Office. The principal office of the Association shall be located at the address of the currently appointed Management Company, but meetings of Members and of the board of managers (the "Board") may be held at such places within the State of Ohio as may be designated by the Board.
- 1.3 Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration of Condominium Ownership (the "Declaration") which has been executed and recorded with the Greene Country, Ohio Recorder's Office.

2. MEMBERSHIP AND APPORTIONMENT OF VOTING RIGHTS

- 2.1 Membership. Membership is a right appurtenant to and inseparable from an Owner's fee simple title to a Unit. Such membership shall terminate upon the sale or other disposition of such Unit, at which time the new Unit owner shall automatically become a Member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owners' membership. There shall be no more than one membership per Unit owned. If the Owner of a Unit consists of more than one person, then such persons shall have one membership in the Association in common.
- 2.2 Voting Rights. The Association shall have one class of voting membership. Subject to the powers reserved to the Board in the Declaration, each Unit Owner shall be entitled on all issues to one vote for each Unit in which they hold fee simple interest. Only Owners in good standing shall be entitled to vote. (An Owner in "good standing" shall be one who has paid all assessments then due and is not in default in the performance of any other obligations affecting the Condominium Association as an Owner.) There shall be only one vote per Unit. If an Owner is comprised of more than one person, the vote for such Unit shall be exercised, either fractionally or as an undivided vote, as those Owners themselves determine unanimously and advise the Secretary of the Association in writing by notice as herein provided. In the absence of such notice, the vote attributable to such Unit shall

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be suspended. Such determination may be revoked by written notice to the Secretary of the Association.

3. MEETING OF MEMBERS

- 3.1 Annual Meetings. The annual meeting of the Members shall be held within the first calendar quarter of each year, at the time and place set by the Board.
- 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of at least twenty-five percent (25%) of the Members who are entitled to vote.
- 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering or mailing a copy of such notice, postage prepaid, at least seven (7) but no more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice may be waived by any Member in writing filed with the Association records. Attendance by a Member at a meeting without protest shall be deemed a waiver of the notice requirements.
- 3.4 Quorum. The presence at the meeting of Members or proxies entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Regulations. If, however, such quorum shall not be present or represented at any meeting, then the Members entitled to vote thereat shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or be represented.
- 3.5 Voting Power. Unless otherwise required by law, the Declaration or these Regulations, the affirmative vote of a majority of the voting power of the Owners voting on any matter at a duly called meeting shall be sufficient to determine such matter, provided that the quorum requirement is met.
- 3.6 Proxies. At all meetings of Members, each Member may vote in person or by proxy; provided that all proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Unit. The person designated as proxy need not be an Owner. If a first mortgagee has been designated as proxy under the terms of a first mortgage covering a Unit, then the presentation to the Board of a copy of the mortgage containing the proxy designation shall be notice of that designation,

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and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken.

3.7 Voting by Mail. An Owner may vote by mail on any matter voted on at any meeting of Owners, by written vote mailed or personally delivered to the Secretary of the Association seven days before the date of the meeting, which vote shall be filed with records of the Association.

3.8 Order of Business. The order of business at all meetings of Members shall be as follows:

1. Calling of meeting to order;
2. Roll call; determination of whether there is a quorum;
3. Proof of notice of meeting or waiver of notice;
4. Reading of minutes of preceding meeting;
5. Reports of Officers;
6. Reports of Committees;
7. Elections of Managers (when appropriate);
8. Unfinished and/or old business;
9. New business;
10. Adjournment.

3.9 Action Without a Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting by a writing signed by a majority of the total voting power of all Members in good standing, which writing shall be filed with the records of the Association.

4. BOARD OF MANAGERS, SELECTION, TERM OF OFFICE

4.1 Number. The rights, powers and duties conferred upon the Association by the Declaration, the Regulations and by law, shall be exercised and carried out by an elected Board of Managers and officers of the Association.

4.2 Term of Office. Members shall elect five managers: one for a term of one year, two for a term of two years and two for a term of three years. At each annual meeting thereafter, the Members shall elect managers to fill expired terms for new terms of two years each. Managers may be re-elected to new terms.

4.3 Removal. Any Manager may be removed from the Board, with or without cause, by a majority vote of the Members.

4.4 Vacancies. Vacancies in the Board for unfulfilled terms shall be filled by appointment by the remaining Members of the Board until vacant positions can be filled by election of a new person either at a special

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meeting called for that purpose or at the next annual meeting. Board Members shall not vacate the entire Board without calling a special meeting of the Members to elect a new Board.

- 4.5 Compensation. No Manager shall receive compensation for any services rendered to the Association; provided, however, that Managers, may be reimbursed for actual expenses incurred in the performance of their duties.

5. NOMINATION AND ELECTION OF MANAGERS

- 5.1 Nomination. Nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its direction determine, but not less than the number of vacancies that are to be filled.
- 5.2 Election. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Regulations. The nominees receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6. MEETINGS OF MANAGERS

- 6.1 Regular Meetings. Regular meetings of the Board shall be held on the second Monday of each month at such place as the Board shall decide, or at such other place and time as may be determined by the Board.
- 6.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Managers, after not less than three days' notice to each manager. Such notice shall specify the place and time of the meeting, and the purpose of the meeting. Notice may be waived by any Manager in writing filed with the Association records. Attendance by a Manager at a meeting without protest shall be deemed a waiver of the notice requirements.
- 6.3 Quorum. A minimum of three Managers shall constitute a quorum for the transaction of business by the Board. Every act or decision done or made by a majority of the Managers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If, however, such quorum shall not be present or represented at any

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meeting, then the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

- 6.4 Voting Power. Unless otherwise required by law, the Declaration or these Regulations, the affirmative vote of a majority of the Managers voting on any matter at a duly-called meeting shall be sufficient to determine such matter, provided that the quorum requirement is met.
- 6.5 Open or Closed Meetings. Board meetings may be open or closed, in part or in whole, at the discretion of the Board. Generally, Board meetings will be open for general business, reports on or assignment of committee activities and such matters as affect the Unit Owners (such as new rules). The Board will conduct closed meetings for such things as personnel issues, collections, litigation, contract negotiations and the like.
- 6.6 Action Taken Without a Meeting. The Managers shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of a majority of the Managers (at least three of the five). Any action so approved shall have the same effect as though taken at a meeting of the Managers.

7. POWERS AND DUTIES OF THE BOARD OF MANAGERS

- 7.1 Powers. The Board shall have power to:
- 7.1.1 adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties/fines for the infraction thereof;
 - 7.1.2 levy assessments and suspend a Member's voting rights and rights to use the Common Areas during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;
 - 7.1.3 exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Regulations, the Articles of Incorporation, or the Declaration;
 - 7.1.4 declare the office of a member of the Board to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board;
 - 7.1.5 employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

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- 7.1.6 purchase, lease, sell, exchange and dispose of property for the benefit of the Association;
- 7.1.7 enter into contracts; grant permits, licenses and easements over the Common Areas for purposes deemed to be reasonably necessary, useful or desirable;
- 7.1.8 employ a managing agent and such other persons or firms to perform services that the Board authorizes;
- 7.1.9 take all actions deemed necessary to comply with the requirements of applicable laws.

7.2 Duties. It shall be the duty of the Board to:

- 7.2.1 cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Members who are entitled to vote;
- 7.2.2 supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- 7.2.3 as more fully provided in the Declaration, to:
 - 7.2.3.1 fix the amount of the annual assessment against each Unit at least 30 days in advance of each annual assessment period; except that the annual assessment, if unchanged, shall apply to succeeding years without such notice;
 - 7.2.3.2 send written notice of each change in assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;
 - 7.2.3.3 foreclose the lien against any Unit for which assessments are not paid within thirty (30) days after the date due, or to bring an action at law against the Owner personally obligated to pay the same;
- 7.2.4 issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, then such certificate shall be conclusive evidence of such payment;
- 7.2.5 procure and maintain adequate insurance on the Common Areas or any other property owned by the Association, pursuant to the Declaration;
- 7.2.6 cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

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- 7.2.7 cause the Common Areas to be maintained as provided in the Declaration;
- 7.2.8 pay the Common Expenses out of the Association's funds for the following:
 - 7.2.8.1 utilities and related facilities;
 - 7.2.8.2 casualty, liability, workers' compensation and other insurance as provided in the Declaration;
 - 7.2.8.3 wages and fees for services of any person or firm employed by the Association;
 - 7.2.8.4 the cost of landscaping, maintaining the lawn, snow removal, painting, cleaning, decorating, maintaining, repairing and replacing the Common Areas;
 - 7.2.8.5 the cost of special services authorized by the Board to be provided for the Association;
 - 7.2.8.6 amounts necessary to discharge mechanics' liens levied against the Condominium Property (provided that this shall not limit any statutory provisions);
 - 7.2.8.7 the cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or other common expenses that the Association is required to or permitted to secure or pay for pursuant to the terms of the Declaration, these Regulations or by law, or which in the Board's opinion is necessary or proper for the maintenance, repair, replacement or operation of the Condominium Property as a first-class property or for the enforcement or interpretation of the Declaration or these Regulations.
- 7.3 Standard for Managers. Managers shall be required to exercise their reasonable business judgment when performing their duties and obligations set forth in these Regulations.

8. OFFICERS AND THEIR DUTIES

- 8.1 Enumeration of Officers. The officers of this Association shall be a President and Vice-President (who shall at all times be members of the Board), a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. The same person may simultaneously hold more than one office.
- 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

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- 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for two years unless he/she shall sooner resign or be removed, or otherwise become disqualified.
- 8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.
- 8.6 Vacancies. Vacancies in any office shall be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.
- 8.7 Duties. The duties of the officers are as follows:
- 8.7.1 President - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association.
- 8.7.2 Vice President - The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- 8.7.3 Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board.
- 8.7.4 Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a Certified Public Accountant at the end of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at their regular annual meeting, and deliver a copy of each to the Members.

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- 8.8 Compensation - No officer shall receive compensation for any services rendered to the Association; provided, however, those officers may be reimbursed for actual expenses incurred in the performance of their duties.
- 8.9 Standard for Officers - Officers shall be required to exercise their reasonable business judgment when performing their duties and obligations set forth in these Regulations.

9. COMMITTEES

- 9.1 Appointment of Committees. The Association shall appoint a nominating committee, as provided in these Regulations. In addition, the Board shall appoint other committees as it deems appropriate to carry out its purposes.
- 9.2 Duties. It shall be the duty of each committee to receive input, comments or complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility, and to dispose of them as it deems appropriate. Any action by the committee shall be subject to review and approval by the Board.
- 9.3 Reports. Each committee shall keep reports and accounts of its proceedings and transactions. The committee shall report its proceedings and transactions to the Board at its next succeeding meeting.

10. BOOKS AND RECORDS

- 10.1 Books and Records. The Association shall maintain current copies of the Declaration, and the Articles of Incorporation, Regulations, Rules, books, records and financial statements of the Association. Upon the reasonable request of any Member, eligible Mortgagee or Eligible Insurer, the Association shall make available for inspection current copies of the Declaration, and the Articles of Incorporation, Regulations, Rules, books, records and financial statements of the Association.
- 10.2 Annual Statements. At or before each annual meeting of Members, the Board shall furnish to each Member a financial statement containing a summary of the assets and liabilities of the Association as of the previous accounting year, and a statement of the income and disbursements for the previous year.

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11. ASSESSMENTS

11.1 Standard. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, unit and special assessments. All assessments are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments not paid when due shall be delinquent and if not paid within ten (10) days after the due date, shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or the highest rate permitted by law, shall be subject to a collection charge of Twenty-Five dollars (\$25.00), which amount is subject to increase from time to time in the Board's discretion, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property (in which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid assessment). No Owner may waive or otherwise escape liability for any assessments by nonuse of the Common Areas or abandonment of his/her Unit.

12. RULES AND REGULATIONS

12.1 Rules. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with the Declaration. The Association shall have the power to impose sanctions on Owners, including without limitation:

- (i) reasonable monetary fines which shall be considered assessments;
- (ii) suspension of the right to vote as Member of the Association;
- (iii) suspension of the right to use the Common Areas.

In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing these Regulations, the Declaration, or the rules and regulations against any Owner, tenant, guest or invitee of any Owner, then the amount shall be considered an assessment and the Association shall have a lien for same.

12.2 A copy of those rules currently in effect at the time of recording this document have been attached hereto as Exhibit "F" and are attached only for convenience. All rules as duly adopted in accordance with the Declaration and these Regulations shall be enforceable upon and/or against any Owner, tenant, guest or invitee of any Owner or tenant, regardless of whether they appear in the document attached hereto as Exhibit F.

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13. AMENDMENTS

- 13.1 Amendments. These Regulations may be amended, at a regular or special meeting of the Members, by an affirmative vote of at least seventy-five percent (75%) of the voting power of the Association, provided that the meeting notice contained a complete statement of the proposed amendment. Any amendment affirmed pursuant to these provisions shall be effective upon recording same in the Greene County, Ohio Recorder's Office.
- 13.2 Conflicting Terms. In the case of any conflict between the Articles and these Regulations, the Articles shall control; and in the case of any conflict between the Declaration and these Regulations, the Declaration shall control.
- 13.3 Eligible Mortgagees. The approval of Eligible Mortgagees holding first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to such mortgages appertain shall be required for any material amendment to these Regulations, or the addition of any material provision, which establishes, provides for, governs or regulates any of the following:
- (i) voting;
 - (ii) assessments, assessment liens or subordination of such liens;
 - (iii) reserves for maintenance, repair and replacement of the Common Areas;
 - (iv) insurance or fidelity bonds;
 - (v) rights to use the Common Areas;
 - (vi) responsibility for maintenance and repair of the several portions of the Condominium Property;
 - (vii) expansion or contraction of the Condominium Property or the addition or annexation of property thereto or the withdrawal of property there from, unless the expansion, addition or annexation is in accordance with Article 9 of the Declaration;
 - (viii) redefinition of the boundaries of any Unit (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the eligible Mortgagees holding first mortgages in such Unit or Units must approve such action);
 - (ix) reallocation of interests in the Common Areas or Limited Common Areas (except that when Limited Common Areas are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding first mortgages on such Units must approve such action);

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- (x) convertibility of Units into Common Areas or of Common areas into Units;
- (xi) leasing of Units;
- (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her unit;
- (xiii) establishment of self-management by the Association where professional management has previously been required by the Condominium Documents, any Eligible Mortgagee or eligible Insurer;
- (xiv) restoration or repair of the Condominium Property (after damage or partial condemnation) in a manner other than as specified in the Condominium Documents;
- (xv) provisions that expressly benefit Eligible Mortgagees or Eligible Insurers.

14. MISCELLANEOUS

- 14.1 Enforcement. These Regulations may be enforced by any proceeding at law or in equity, by any Owner, the Association, the Board, and their heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover damages (including without limitation reasonable attorney's fees). The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.
- 14.2 Indemnification. The Association shall indemnify its officers and Managers to the full extent permitted by the Nonprofit Corporation Law of Ohio. The Association may, to such extent and in such manner as is determined by the Board of Managers, but in no event to an extent greater than is permitted by the Nonprofit Corporation Law of Ohio, indemnify any employees or agents of the Association permitted to be indemnified by the provisions of the Nonprofit Corporation Law of Ohio.
- 14.3 Fines; Penalties. If any Owner violates the provisions of these Regulations in a manner that entitles the Association to levy a fine or impose a penalty on such Owner or suspend voting rights or rights to use the Common Areas, then the Association shall provide the Owner ten (10) days' written notice of his/her default and the opportunity to be heard by the Board (or a duly appointed committee), prior to imposition of the fine, penalty or suspension. Each Owner shall have a cause of action against the Association for failure to comply with the provisions of these Regulations or any applicable law.

Exhibit B-2

- 14.4 Severability. If any article, section, paragraph, sentence, clause or word in these Regulations is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of these Regulations shall continue in full force and effect.
- 14.5 Enforcement; Waiver. Failure of the Association or any Owner to enforce such provisions in any manner shall not constitute a waiver of any right to enforce any violation of such provisions.
- 14.6 Captions. The caption of each Article and Section of these Regulations is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Regulations.
- 14.7 Fiscal Year. The fiscal year of the Association shall begin on April 1 and shall end on March 31 every year.
- 14.8 Notices. Written notices and requests shall be deemed given when delivered in person or mailed by regular mail, postage prepaid, properly addressed, to the Board or the Association if addressed to the Secretary and, to a Unit Owner, if addressed to the last address appearing on the Association's records.

(Remainder of this page intentionally left blank)

Exhibit B-2

IN WITNESS WHEREOF, pursuant to article 13.1 of the Regulations of The Fairways at Canterbury Village Condominium Association, Inc., the President of the Fairways at Canterbury Village Condominium Association, Inc., has executed this Amendment and does hereby certify that this Amendment was duly adopted in accordance with the relevant provisions of the aforementioned Regulations. This Amendment is executed this _____ day of _____, 200__.

FAIRWAYS AT CANTERBURY VILLAGE

By: _____
Its: President

STATE OF OHIO)
) **SS**
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this _____ day of _____, 200__, before me, the subscriber, a Notary Public in and for said County and State, personally came _____, the President of the corporation which executed the foregoing instrument, who acknowledged that he/she did sign the instrument as such officer on behalf of said corporation; that said instrument was signed as his/her free act and deed individually, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Notary Public

Exhibit D: Percentage Ownership of All Units

BUILDING NUMBER	UNIT NO.	BEDROOMS		FLOOR AREA (Square Feet)		PAR VALUE	LIMITED COMMON AREAS	PERCENTAGE INTEREST
		w/o finished basement	w/finished basement	w/o finished basement	w/finished basement			
1	11	3	3	1,291	1,710	1	Deck	1.162791%
1	12	3	3	1,563	2,122	1	Deck	1.162791%
2	21	2	3	1,575	2,589	1	Deck and Porch	1.162791%
2	22	2	3	1,455	2,456	1	Deck and Porch	1.162791%
3	31	2	3	1,455	2,456	1	Deck and Porch	1.162791%
3	32	2	3	1,455	2,456	1	Deck and Porch	1.162791%
4	41	2	3	1,575	2,589	1	Deck and Porch	1.162791%
4	42	2	3	1,455	2,456	1	Deck and Porch	1.162791%
5	51	2	3	1,455	2,456	1	Deck and Porch	1.162791%
5	52	2	3	1,575	2,589	1	Deck and Porch	1.162791%
6	61	2	3	1,575	2,589	1	Deck and Porch	1.162791%
6	62	2	3	1,455	2,456	1	Deck and Porch	1.162791%
6	63	2	3	1,455	2,456	1	Deck and Porch	1.162791%
6	64	2	3	1,575	2,589	1	Deck and Porch	1.162791%
7	71	2	3	1,575	2,589	1	Deck and Porch	1.162791%
7	72	2	3	1,455	2,456	1	Deck and Porch	1.162791%
8	81	2	3	1,575	2,589	1	Deck and Porch	1.162791%
8	82	2	3	1,455	2,456	1	Deck and Porch	1.162791%
9	91	2	3	1,575	2,589	1	Deck and Porch	1.162791%
9	92	2	3	1,455	2,456	1	Deck and Porch	1.162791%
9	93	2	3	1,455	2,456	1	Deck and Porch	1.162791%
9	94	2	3	1,575	2,589	1	Deck and Porch	1.162791%
10	101	2	3	1,575	2,589	1	Deck and Porch	1.162791%
10	102	2	3	1,455	2,456	1	Deck and Porch	1.162791%
10	103	2	3	1,455	2,456	1	Deck and Porch	1.162791%
10	104	2	3	1,575	2,589	1	Deck and Porch	1.162791%
11	111	2	3	1,575	2,589	1	Deck and Porch	1.162791%
11	112	2	3	1,455	2,456	1	Deck and Porch	1.162791%
12	121	2	3	1,575	2,589	1	Deck and Porch	1.162791%
12	122	2	3	1,575	2,589	1	Deck and Porch	1.162791%
13	131	2	3	1,575	2,589	1	Deck and Porch	1.162791%
13	132	2	3	1,455	2,456	1	Deck and Porch	1.162791%
13	133	2	3	1,455	2,456	1	Deck and Porch	1.162791%
13	134	2	3	1,575	2,589	1	Deck and Porch	1.162791%
14	141	2	3	1,575	2,589	1	Deck and Porch	1.162791%
14	142	2	3	1,455	2,456	1	Deck and Porch	1.162791%
14	143	2	3	1,455	2,456	1	Deck and Porch	1.162791%
14	144	2	3	1,575	2,589	1	Deck and Porch	1.162791%
15	151	2	3	1,575	2,589	1	Deck and Porch	1.162791%
15	152	2	3	1,455	2,456	1	Deck and Porch	1.162791%
16	161	2	3	1,575	2,589	1	Deck and Porch	1.162791%
16	162	2	3	1,455	2,456	1	Deck and Porch	1.162791%
17	171	2	3	1,575	2,589	1	Deck and Porch	1.162791%
17	172	2	3	1,455	2,456	1	Deck and Porch	1.162791%

Exhibit D: Percentage Ownership of All Units

BUILDING NUMBER	UNIT NO.	BEDROOMS		FLOOR AREA (Square Feet)		PAR VALUE	LIMITED COMMON AREAS	PERCENTAGE INTEREST
		w/o finished basement	w/finished basement	w/o finished basement	w/finished basement			
18	181	2	3	1,575	2,589	1	Deck and Porch	1.162791%
18	182	2	3	1,575	2,589	1	Deck and Porch	1.162791%
19	191	2	3	1,575	2,589	1	Deck and Porch	1.162791%
19	192	2	3	1,455	2,456	1	Deck and Porch	1.162791%
20	201	2	3	1,575	2,589	1	Deck and Porch	1.162791%
20	202	2	3	1,455	2,456	1	Deck and Porch	1.162791%
20	203	2	3	1,575	2,589	1	Deck and Porch	1.162791%
21	211	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
21	212	N/A	3	N/A	2,433	1	Deck and Porch	1.162791%
21	213	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
22	221	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
22	222	N/A	3	N/A	2,433	1	Deck and Porch	1.162791%
22	223	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
23	231	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
23	232	N/A	3	N/A	2,433	1	Deck and Porch	1.162791%
23	233	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
24	241	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
24	242	N/A	3	N/A	2,433	1	Deck and Porch	1.162791%
24	243	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
25	251	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
25	252	N/A	3	N/A	2,433	1	Deck and Porch	1.162791%
25	253	N/A	3	N/A	2,806	1	Deck and Porch	1.162791%
26	261	2	3	1,455	2,456	1	Deck and Porch	1.162791%
26	262	2	3	1,575	2,589	1	Deck and Porch	1.162791%
27	271	2	3	1,575	2,589	1	Deck and Porch	1.162791%
27	272	2	3	1,455	2,456	1	Deck and Porch	1.162791%
28	281	2	3	1,575	2,589	1	Deck and Porch	1.162791%
28	282	2	3	1,455	2,456	1	Deck and Porch	1.162791%
29	291	2	3	1,575	2,589	1	Deck and Porch	1.162791%
29	292	2	3	1,455	2,456	1	Deck and Porch	1.162791%
30	301	2	3	1,575	2,589	1	Deck and Porch	1.162791%
30	302	2	3	1,575	2,589	1	Deck and Porch	1.162791%
31	311	2	3	1,575	2,589	1	Deck and Porch	1.162791%
31	312	2	3	1,455	2,456	1	Deck and Porch	1.162791%
32	321	2	3	1,575	2,589	1	Deck and Porch	1.162791%
32	322	2	3	1,575	2,589	1	Deck and Porch	1.162791%
33	331	2	3	1,455	2,456	1	Deck and Porch	1.162791%
33	332	2	3	1,455	2,456	1	Deck and Porch	1.162791%
34	341	2	3	1,575	2,589	1	Deck and Porch	1.162791%
34	342	2	3	1,455	2,456	1	Deck and Porch	1.162791%
36	361	2	3	1,575	2,589	1	Deck and Porch	1.162791%
35	352	2	3	1,575	2,589	1	Deck and Porch	1.162791%
35	86	na	na	na	na	86	na	100.00%

Exhibit E

Exhibit E: Schedule of Declaration Amendments				
Description	Number	Building(s)	Unit(s)	Other Content
Original	0	29	291-292	All Declarations
Amendment	1	7	71-72	na
Amendment	2	34	341-342	na
Amendment	3	31	311-312	na
Amendment	4	8	81-82	na
Amendment	5	1	11-12	3 more types of Units
Amendment	6	28	281-282	na
Amendment	7	30	301-302	Parking paragraph 8.12
Amendment	8	32	321-322	na
Amendment	9	9	91-94	na
Amendment	10	33	331-332	na
Amendment	11	27	271-272	na
Amendment	12	26	261-262	na
Amendment	13	10	101-104	na
Amendment	14	6	61-64	na
Amendment	15	35	351-352	na
Amendment	16	5	51-52	na
Amendment	17	4	41-42	Page 8 of Original added
Amendment	18	3	31-32	na
Amendment	19	19	191-192	na
Amendment	20	15	151-152	na
Amendment	21	2	21-22	na
Amendment	22	16	161-162	na
Amendment	23	17	171-172	na
Amendment	24	12	121-122	na
Amendment	25	11,13,14,20	11-112,131-134,141-144,201-203	na
Amendment	26	18,25	181-182,251-253	2 more types of Units
Amendment	27	21,22,24	211-213,221-223,241-243	na
Amendment	28	23	231-233	na
Amendment	29	All	All	All rewritten to remove Developer and consolidate past decisions

Exhibit F

Landscape and Appearance Rules. The following rules have been adopted by the Association by action of the Board September 14, 2005.

1. No supplemental yard ornamentation such as bird feeders, driveway reflectors, wagons, signs, or porch clutter will be permitted in front of any Unit. The area considered as "in front of any Unit" shall be defined as the area located near the garage to the deck/porch and all areas in between. Bird feeders are permitted in behind units but may not be placed in any location that interferes with mowing.
2. Any yard sculptures, statute, trophy, or other ornamentation must not exceed 2 feet in height, must be composed of natural concrete or terracotta. Only one sculpture may be displayed in front of any Unit, and no more than 3 sculptures may be displayed behind any Unit.
3. Should a retaining wall be necessary, said wall must be constructed out of the same or similar material as those walls created by the builder throughout the development. All similar material is to be determined by the Board or any committee thereof. At the time of drafting of these rules, AB Block by Redding Rock is considered the same or similar material.
4. Any awnings must be fabric and beige in coloration. Beige can vary to match trim on building and may be striped. Homeowner must file a design improvement form with the Board to get permission for an awning. At the time of drafting of these rules, awnings from Glawe Company are acceptable.
5. All storm doors must have glass fronts only, without metal panes or ornamentation. Prior to installing, Homeowner must file a design improvement form with the Board to get permission for a storm door. At the time of drafting these rules, an Anderson, HD 3500 full view Thermal Door, color Almond, is an acceptable door.
6. Benches on front porch benches must be natural wood or wrought iron, or anodized aluminum.
7. Flags: All U.S. Flags must be displayed in accordance with Ohio Revised Code Section 5311.191. No decorative flags may be displayed in front of any Unit, except that a University or College athletic flag may be displayed on any day in which that University or College has a sporting event. Decorative flags may be displayed behind any Unit.
8. No planter shall be attached to the deck of a unit, and no planters shall be allowed on decks during winter months (From Dec. 1 through Mar. 15)
9. No more than 2 flower pots and containers will be allowed in beds in front of a Unit, must be neutral, concrete, terracotta in color, or glazed terracotta. NO PLASTIC PERMITTED.

10. No decorative railing or planting borders will be allowed.
11. No accent lighting or landscape lighting will be permitted.
12. In accordance and in addition to the above stated Rules, no front porch or area in front of any unit shall have more than three of the following: - planter, flowerpots, decorative bench and/or sculpture.
13. Outside stair or step railings may be added for resident and guest safety and must be steel or aluminum, with a finish to match the color of the siding and exterior paint or black. Homeowner must file a design improvement form with the Board to get permission for an outside stair or step railing.
14. For any changes to the condominium Unit exterior different than those approved above, homeowner must file a design improvement form with the Board to get permission for exterior item.
15. Signage. This rule covers the use of signage to sell or rent Units, to direct by-passers to an open house within the Condominium Property or to advocate for or oppose political issues or persons running for elected office. Unit Owners are advised that the Association's website is available for posting sale, rent and open-house notices.
 - 15.1 Sale or Rent Signs. No signs of any character shall be erected, posted or displayed upon the Condominium Property, except:
 - (i) street, identification and/or safety signs installed by the Association; and
 - (ii) one temporary real estate sign, not to exceed six square feet, in the Limited Common Area of a Unit advertising that such Unit is on the market and only for such time as the Unit is on the market.
 - 15.2 Open House Signs. Unit Owners wishing to sell or rent their Units may post Open House signs at the entrance to the Condominium Property and in front of the Unit only 24 hours prior to a scheduled open house. Such sign must be removed within 2 hours of the end of the scheduled open house.
 - 15.3 Political Advocacy Signs. Political advocacy signs (whether a proponent or opponent of an issue or person running for office) may be posted only in front of the Unit of the advocate for a period not to exceed one week prior to a scheduled election or balloting process, and must be removed within 24 hours of that scheduled election or balloting process.
16. Grills and Grilling Devices. Unit Owners, occupants and guests are subject to all applicable local fire code regulations of Greene County and Beavercreek City with respect to barbecue grills, other grilling devices and lamps or flame fired devices.