

FOX RUN ASSOCIATION INC.

TO ALL HOMEOWNERS & RENTERS:

As you will recall at a special meeting in June 1990, members appointed and approved a committee to study and explore our By-Laws. The ultimate goal was to update where necessary, and most importantly to determine if the legality of the material was enforceable by updated Ohio Condo Laws and Statute's.

To pursue this task, we secured the help of an experienced attorney in condominium laws, John C. Chambers, from the law firm of Coolidge, Wall, Womsley and Lombard. The attorney assured us that our condominium documents are in relatively good condition. The most noteable variations from the current Ohio Condominium Law involved the rights of the initial developer. Since those rights have now terminated and developer is no longer involved with the project, those changes are moot and need not be addressed further.

The attorney advised the Board of Trustees to adopt and publish reasonable rules and regulations regarding the use of the property and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, pursuant to Article VII, Section 1.A of the By-Laws.

Enclosed in this packet is a list of rules and regulations, which are in conjunction with the essential language of our Declaration of Condominium Laws.

For our association to move forward into the 90's and beyond, we all must take responsibility for our conduct.

The reward for us all will be to enhance the beauty of and to increase the value of our property.

Also enclosed in the packet is an up-to-date list of all homeowners, officers, renters, building representatives with their address and phone numbers.

YOUR TRUSTEES

RULES & REGULATIONS

PROPERTY RIGHTS - ARTICLE IV - DECLARATION

1. The common grounds are not intended for organized sporting activities of any kind. Such as soccer teams, baseball teams, and football teams. Please keep your neighbor in mind when you have any activity in the common area.
2. Parking is not permitted on Exit or Entrance ramps. Every effort should be made to park in designated area nearest to your unit. No parking under decks as our Insurance will not cover our buildings if a car catches on fire.

ARTICLE VII - MAINTENANCE

3. The Board of Trustees has a right to insist that unit owners maintain any portion of their unit that degrades the value of the associations property or constitutes a safety hazard.

Black topped area's should be free from all clutter and trash. This includes any hanging pots, bird feeders around the back area by the garage doors and under decks.

4. Any major renovation, such as windows or doors, must receive the approval of the Board of Trustees.

ARTICLE IX - NUISANCES - SECT. 9.6

5. Garage sales must be limited to one (1) per year. Single family displays within unit property and on the street parking.

ARTICLE IX - SECTION 9.9

6. All dogs and cats must be put on a leash when leaving the units and pet body waste must be cleaned up immediately.
7. Woodpiles should be piled neat and orderly.
8. Use of dumpsters to be limited to normal household trash, excluding large appliances, lumber and Christmas trees. PLEASE break down all large boxes.
9. If there are nuisances going on, CALL THE POLICE.
10. These rules as well as the By-Laws will be enforced by the Trustee's.

RULES AND REGULATIONS COMMITTEE: Harriet Burns, Donna Taft, Al Dexter.

These rules were voted on by the Trustees.

For: Pat Burns, Carolyn Sparks, Bertha Dexter

AGAINST: Marilyn Joyce, Bob Share

as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

- (f) Each unit owner and his respective mortgagees by acceptance of a deed or by any other instrument of conveyance, including transfers by operation of law, conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably consents to and approves any amendments to this Declaration executed by the Declarant which are necessary and appropriate to effectuate the provisions of this Section 3.1, and hereby irrevocably appoints Declarant as his attorney-in-fact, coupled with an interest, and authorizes and directs and empowers such attorney, at the option of the attorney in the event that Declarant exercises the rights reserved in this Section 3.1 to add to the condominium property as provided above, to execute, acknowledge and record for and in the name of such unit owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments. In exercising such power of attorney the Declarant shall act through the signature of its president or vice president together with its treasurer or secretary or assistant secretary, and the amendment described in this Section 3.1 must contain an affidavit by the president or vice president of the Declarant that a copy of the amendment has been mailed by certified mail to all unit owners and to all mortgagees having bona fide liens of record against any unit ownership.

ARTICLE IV

PROPERTY RIGHTS

Section 4.1. Rights in Common Areas. Each owner, together with his family and guests, may use the common area for all purposes for which is designed and intended and no owner may hinder or encroach upon the lawful rights of any other owner with regard to such use of the common area, as required by Ohio Revised Code Section 5311.04 (D), with the exception of limited common areas as described in this Declaration. Such rights to use the common area shall be subject to the limitations provided in Section 4.3 of this Declaration.

Section 4.2. Delegation of Use. Any owner may delegate, in accordance with and subject to all rules or regulations made by the Association and whether or not said rules or regulations have been made before or after such delegation, his rights and easements of enjoyment in and to the common area and other portions of the properties to the members of his family, his tenants, to contract purchasers and to guests.

Section 4.3. Easements of Enjoyment, and Limitations Thereon. Every owner shall have a non-exclusive easement of enjoyment in and to the common area, including but not limited to a right and easement of ingress and egress both vehicular and pedestrian, with each unit not having a direct exit to a public street or highway having such an easement of ingress and egress both vehicular and pedestrian over a portion of the common area to which the unit has a direct exit which common area in turn leads to such a public street or highway, in accordance with the requirements of Ohio Revised Code 5311.03 (C); and these easements of enjoyment shall be appurtenant to and pass with title to every unit, subject to the following provisions and limitations:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational, parking, carport or other facility or equipment situated upon the common area and to make reasonable rules and regulations through majority vote of the Trustees concerning the use of the common area and any facilities and equipment thereon. The Association shall have the right to impose different user fees for guests as opposed to user fees for members, shall have the right to limit guests and the manner and frequency of their use of the property, and to make all reasonable rules and regulations for the use and management of the common area. Provided, however, that in no way shall any such fees, rules or regulations differentiate between the owner of any unit and a tenant who may occupy a unit. It is intended that any owner(s) may rent or lease his unit and may, in accordance with the provisions of Section 4.2 of this Declaration, delegate his owner's rights and easements of enjoyment in and to the common area and other portions of the property to such tenants; and to the extent of such delegation any such tenants shall stand in the place of such owner(s) and shall be deemed to be exercising the rights

of a member of the Association as to the use of the properties. All rules and regulations made by the Association shall be available in an up-to-date form in the office of the Association.

- (b) The right of the Association to suspend any owner's voting rights and/or right to use any or all recreational, parking and other facilities for equipment situated on the common area or Association property for any period during which any assessment against his unit remains unpaid, and for a period during which any assessment against his unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the provisions of this Declaration, the Articles of Incorporation or the By-laws of the Association or of its rules and regulations. Such suspension shall affect not only the owner but also any person to whom he has delegated his rights or easements. If an owner's rights and easements are so suspended, neither that owner nor his family, tenants, contract purchasers or any person to whom he has delegated his rights or easements may avoid such suspension by exercising use rights and easements delegated from another owner.
- (c) The right of the Association to enter into agreements with agents or independent contractors for operation and/or maintenance of all or any portion of the common area and to permit the use of the common area by non-members (who do not hold delegated use rights from an owner) on a fee basis, but only to the extent that such action, in the opinion of the Board of Trustees of the Association voting in its usual manner, does not create a substantial interference with the rights and easements of unit owners in and to the common area and facilities. Such use of the facilities by non-members shall be subject to payment of appropriate fees and to all provisions of the rules and regulations of the Association.
- (d) The right of unit owners to mortgage their interest in the common area, to the extent that a mortgage or any individual unit carries with it a mortgage upon that unit's interest in the common area.
- (e) The right of individual units to the exclusive use of one or more parking spaces situated on the common area as depicted on Exhibit "B". Such exclusive use rights in the common area shall arise only to the extent that the Association has, by action of the Board of Trustees voting in its usual manner, designated any such parking spaces as being for the exclusive use of units contained within this condominium plan. Such designation shall be a part of the written records of the Association and a copy thereof shall be attached to the rules and regulations of the Association so as to be available for inspection in the office of the Association. Such right to the exclusive use of any one or more parking spaces on the common area shall be subject to the possibility of user fees and to the possibility of suspension of user rights under the terms of this Declaration.
- (f) Any and all admission fees, user fees or other charges billed by the Association under the provision of this Article may be billed with the monthly assessment for the unit involved, and need not be separately accounted for by the Association.
- (g) No portion of the common area shall be used for parking except to the extent that parking spaces thereon have been designated by the Association, whether for exclusive use or otherwise, in the same manner as described above with regard to the creation of exclusive parking rights on the common area.
- (h) The right of the Declarant to use a portion of the common area on lot 1017 of the real estate described in Exhibit "A", in conjunction with the real property described in Exhibit "D", for the construction of the additional building which will contain four additional townhouse residential units, all as described and referred to in Section 3.1 of this Declaration.

ARTICLE V

MEMBERS AND THEIR VOTING RIGHTS

Section 5.1. Every Owner a Member. Every Owner of a unit which is subject to assessment shall be a member of the Association which shall administer the common area, as is required by 5300.05 (B) (7). Membership shall be

appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section 5.2. Classes of Voting Membership. The Association shall have two classes of voting membership with all voting rights and the exercise thereof being apportioned and exercised as provided herein and not in the manner described by Ohio Revised Code Section 5311.22 (A).

Class A. Class A members shall be all Owners (with the exception of the Declarant for as long as Class B membership exists) and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members.

Class B. The sole Class B member shall be the Declarant and, there being no restriction in the State of Ohio as to the number of votes which each member may possess, such member shall be entitled to one vote for each unit owned, but in no event less than such number of votes as will constitute ninety-five (95%) percent of the total voting power of the Association. The Class B membership shall cease to exist and shall be converted to Class A membership with one vote for each unit owned on the occurrence of either of the following events, whichever happens earlier:

- (a) When ninety-five (95%) percent of the condominium units included herein have been sold by the Declarant and conveyed to individual unit owners; or
- (b) When the period of time of three (3) years has expired from and after the date this Declaration is recorded.

Provided, however, that if additional land is annexed to this condominium plan so as to create an additional number of units of such an amount that the proportion of units sold and conveyed is decreased below ninety-five (95%) percent, the Class B membership shall be re-created automatically in the same manner and in the same condition as that in which it had existed originally, despite the fact that at an earlier date the Class B membership may have been terminated by sale of ninety-five (95%) percent of the previous number of condominium units. Provided, further, that nothing herein shall be construed to prohibit the Class B member from converting all or part of its Class B membership and ninety-five (95%) percent minimum voting rights to Class A membership with the results set forth above at any time before the occurrence of either even referred to above, by written statement executed by the Declarant and delivered to the Association.

Section 5.3. Fiduciaries, Minors, Joint Ownership. As required by Ohio Revised Code 5311.22 (B), fiduciaries and minors who are owners of record of a unit or units may vote their respective interests as unit owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a unit, each may exercise such proportion of the voting power of all owners of his unit which is equivalent to his proportionate interest in the unit, but in no event shall more than one vote be cast with respect to any unit owned by Class A members.

Section 5.4. Fiduciary Voting. Under the terms of the Ohio Revised Code Section 5311.22 (C) when any person has furnished to the Association proof, satisfactory to the Association, of his appointment and qualification as: executor under the last will of a deceased Unit Owner; an Administrator of the estate of such a Unit Owner; a guardian, committee or conservator of the estate of a ward or incompetent who is a Unit Owner; a trustee in bankruptcy of such a Unit Owner; or a statutory or judicial receiver or liquidator of the estate or affairs of such a Unit Owner; an assignee for the benefit of creditors of a Unit Owner; such fiduciary may vote as though he were the Unit Owner. Further, as provided by Ohio Revised Code Section 5311.22 (D), when any other fiduciary or representative of a Unit Owner has furnished to the Association, proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner.

ARTICLE VI

COVENANT FOR ASSESSMENTS; LIEN FOR ASSESSMENTS

Section 6.1. Creation of a Lien and Personal Obligation for Assessments. The Declarant for each Unit owned within the Properties hereby covenants and agrees to pay, and each Owner of any Unit by acceptance of any right, title or interest therein (whether or not it shall be so expressed in the instrument of conveyance, will or other matter granting him such right, title or interest) is deemed to covenant and agree to pay, to the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special individual unit assessments for such expenses as are hereinafter provided for in the Article dealing with and entitled Maintenance. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. Annual and both types of special assessments together with interest thereon, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the property against which each such assessment is made as is required by and according to the provisions of Ohio Revised Code Section 5311.18. Such lien shall arise and run from the time at which any assessment remains unpaid for ten days after the same has become due and payable, and from the time a certificate for said lien is filed as hereinafter provided.

- (a) As is provided in Ohio Revised Code Section 5311.18, when an assessment remains unpaid for ten days after the same has become due and payable, a certificate of lien for said assessments shall be filed with the Recorder in the County or Counties in which the condominium property is located pursuant to the authorization given by the Board of Trustees. Such certificate shall contain a description of the unit against which the lien exists, the name of the record owner thereof, and the amount of such unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.
- (b) The lien provided for in this Section shall remain valid for a period of five years from the date it was created and arose, as provided in Ohio Revised Code Section 5311.18, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge such lien as provided.
- (c) Any owner who believes that the assessments chargeable to his unit, for which a certificate of lien has been filed by the Association as described above, have been improperly charged against him or his unit may bring an action in a court of common pleas of the county in which all or part of the condominium property is situated for the discharge of such lien. In any such action, if it is finally determined that such portion of the common expenses has been improperly charged to such owner or his unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien, as is provided by Ohio Revised Code Section 5311.18 (C).

Such assessment; together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 6.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area and of the units situated upon the Properties, as provided in this Declaration. More particularly, the assessments shall be used:

- (a) As to the annual assessments, to pay common expenses as follows: the general maintenance services as described in the article herein dealing with maintenance; the operation Management and administration and repair of the common area, the payment of liability insurance for the common area and other insurance premiums as may be provided in this Declaration, the payment of any utility charges for any portion of the properties not individually metered to a particular unit and limited to utilities consumed by that unit, and all facets of the operation, management and administration of the Association, including but not limited to the payment of such items of expense as lawn care, landscaping, care of trees and shrubbery, repair and maintenance of all property owned by the Association and of all common area, repair and maintenance of paved surfaces, the removal of snow from such areas as may be designated by the Association, and other similar items of expense.
- (b) As to special assessments or charges for capital improvements, to pay for such items of expense as are described or referred to in Section 6.4 of this Declaration.
- (c) As to special individual unit assessments, to pay for such individual unit maintenance and repair services as are described in the Article dealing with Maintenance.

Section 6.3. Maximum Annual Assessment. Until January 1, 1974 the maximum annual assessment per unit shall be as set forth below and shall be due in monthly installments payable in advance on the first day of each calendar month in the amount set forth below:

Identified on the basis of the unit numbers previously referred to in this Declaration and set forth on the plans attached as Exhibit "C", the assessments shall be as follows:

<u>Unit Number</u>	<u>Annual Assessment</u>	<u>Monthly Installment</u>
5831	\$315.48	\$26.29
5833	\$347.64	\$28.97
5835	\$315.48	\$26.29
5837	\$315.48	\$26.29
5839	\$347.64	\$28.97
5841	\$369.12	\$30.76
5843	\$315.48	\$26.29
5845	\$369.12	\$30.76
5847	\$297.24	\$24.77
5849	\$315.48	\$26.29
5851	\$369.12	\$30.76
5853	\$347.64	\$28.97
5855	\$315.48	\$26.29
5857	\$347.64	\$28.97
5859	\$315.48	\$26.29
5861	\$315.48	\$26.29
5863	\$347.64	\$28.97
5865	\$368.12	\$30.76
5867	\$315.48	\$26.29
5869	\$369.12	\$30.76
5871	\$297.24	\$24.77
5873	\$315.48	\$26.29
5875	\$369.12	\$30.76
5877	\$347.64	\$28.97
5879	\$347.64	\$28.97
5881	\$315.48	\$26.29
5883	\$369.12	\$30.76
5885	\$297.24	\$24.77
5887	\$315.48	\$26.29
5889	\$369.12	\$30.76
5891	\$297.24	\$24.77
5893	\$369.12	\$30.76

No longer
applicable

- From and after January 1, 1974 the maximum annual assessment and monthly installment for each unit may be increased by the Trustees of the Association by an amount not more than six (6%) percent above the maximum such assessment for said unit as set forth above. In each subsequent year, on the first of each such year, the Trustees may put into effect additional increases in assessments, limited in each year to six (6%) percent above the maximum assessment in effect for the previous calendar year.
- From and after January 1, 1974 the maximum annual assessment may be increased by amounts exceeding the six (6%) percent limitation described in subparagraph (a) above, but only by a vote of the majority of the voting power of the Association at a meeting duly called for that purpose.
- At any time and from time to time, the Board of Trustees may fix the annual and monthly assessments at any amount lower than the maximum annual assessment provided for herein or provided for by the Board of Trustees, and the fact that such annual assessments have been fixed at a lower rate shall not alter the fact that a higher permitted level of maximum annual assessment is then authorized.

Section 6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments applicable to that year only for the following purposes: (a) defraying part or all of the common expenses as to the cost of reconstruction, repair, or replacement of capital improvements on the common area, and the construction or purchase of new capital improvements, in each instance including personal property and fixtures; (b) defraying costs of repair and restoration as referred to in Section 12.4 below; (c) paying any extraordinary fees and expenses of the insurance trustee as referred to in Section 12.9 below; and making any repayment to a mortgagee for purchase of insurance as referred to in Section 12.10 of this Declaration. Such special assessments for capital improvements may be levied only upon the affirmative vote of a majority of the voting power of the Association, except as provided to the contrary in Section 12.9 of this Declaration.

Section 6.5. Uniform Rate of Assessment. Both annual assessments and special assessments for capital improvements must be fixed at a uniform rate for all similar units, and in the event the annual assessments are to be paid on some basis other than the monthly installments as referred to in Section 6.3 above, such other basis and such other due dates shall be established in writing by the Trustees, with a copy of such writing mailed to the last known address of each owner of each unit, and if a copy of such writing being available for inspection in the office of the Association. Provided, however, that with regard to units which have not yet been sold by the Declarant, the annual assessment shall commence when such units are substantially completed and ready for occupancy as determined by the Trustees of the Association, and may be fixed by the Trustees at twenty (20%) percent of the annual assessment fixed for units which have been sold, with the proviso that this reduced rate of annual assessment for unsold units may continue for a period no longer than nine months or until such unsold units are first occupied by tenants, at which time such unsold units shall begin to bear the full annual assessment, whichever occurs earlier.

Section 6.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Units on the first day of the first month following the sale of the first unit to an owner other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the amount of the annual assessments shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments on a specified Unit have been paid and the amount of unpaid assessments.

\$ 10.00

Section 6.7. Effect of Nonpayment of Assessments: Remedies of the Association. A five dollar (~~\$5.00~~) late charge shall be added to and become a part of any assessment installment not paid to and received by the Association within fifteen (15) calendar days after the due date for such installment. Eight percent interest shall be computed monthly on any assessment installment not paid to and received by the Association within thirty days after the due date for such installment commencing with said due date, and unpaid interest shall become a part of the assessment installment due for the next succeeding month. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may bring an action to foreclose the lien in the manner required by Ohio Revised Code Section 5311.18 (B) as authorized by the Board of Trustees. In any such foreclosure action, the Owner of the Unit affected shall be required to pay a reasonable rental for said unit during the pendency of such action, and the Association as Plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action the Association is entitled to become a purchaser at the foreclosure. In any action at law or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the common area or by abandonment of his unit.

Section 6.8. Subordination of the Lien to Mortgages. The position of the lien for assessments as to subordination is regulated by Ohio Revised Code Section 5311.18 (B) which provides that such lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which came due prior to such sale or transfer. Provided, however, that such assessment payments which came due prior to such sale or transfer, having been secured by the assessment lien, shall be entitled to payment out of any fund created through the mortgage foreclosure or proceeding in lieu thereof, to the extent that monies are remaining

in said fund after any first mortgage obligation including Court costs shall have been paid in full from said fund, and after real estate taxes and assessments have been paid from said fund. No sale or transfer shall relieve any such unit from such liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.9. Payment for Insurance and Utilities. As described in a subsequent portion of this Declaration, the Association shall purchase certain insurance policies upon the condominium properties, and premiums paid by the Association to purchase such policies shall be a common expense and shall be paid as such by the Association, and the Association shall obtain the funds to pay for said insurance through its annual assessments. The assessments may also be used to pay any charges for water, sewer, other utilities and/or services to any building or unit on the premises or improvement thereon which does not have a separate meter or a separate accounting procedure for such utilities and/or services.

ARTICLE VII

MAINTENANCE

Section 7.1. General Maintenance. The Association shall maintain, repair and operate all common areas and utilities and equipment thereon. The Association shall also provide maintenance and repair to the exterior of all buildings and structures including but not limited to painting, repair and replacement of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements excluding glass surfaces. No maintenance or repair of any portion of a unit shall be authorized unless the same is necessary in the opinion of the Board of Trustees on the basis of protecting the public safety or residence and/or visitors to the properties or to prevent or avoid damage to or destruction of any part, portion or aspect of value of the properties, in accordance with the provisions of Ohio Revised Code Section 5311.03 (F). Provided, however, that the following areas shall not be included in the general maintenance to be performed by the Association as described herein, but shall be maintained by the unit owner instead: glass surfaces and the substance of any glass or light fixtures which constitutes or is attached to a portion of the exterior of the building.

Section 7.2. Negligent or Intentional Act: Failure to Act. In the event that the need for maintenance or repair of any portion of the property, including either common area and/or unit(s), is caused by the negligent or intentional act or failure to act of any owner or resident of any other unit within the property, or of persons holding delegated user rights from any such owner, the cost of such maintenance and repair shall constitute an assessment against the unit owned by such owner or occupied by such persons. The determination that such maintenance or repair is necessary shall be made by a majority of the Trustees on the basis of protecting the public safety of residents or visitors to the properties or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the properties as required by Ohio Revised Code Section 5311.03 (F). This type of assessment shall be known as the Special Individual Unit Assessment as referred to above in this Declaration.

Section 7.3. Individual Unit Maintenance. Maintenance of all portions of the property purchased by an owner as a unit shall be the responsibility of such owner except to any extent specifically stated herein to be the responsibility of the Association. In the event an owner of any unit shall fail to maintain any portion of his unit to such an extent that in the opinion of the Board of Trustees the conditions require maintenance, repair or service for purposes of protecting the public safety of residents in or visitors to the properties or to prevent or avoid damage to or destruction of any part, portion, or aspect of the value of the properties, the Association shall have the right through its agents and employees and after approval of a majority of the Board of Trustees to enter upon said unit and to maintain, repair and service the same. The cost of such maintenance, repair or service shall be added to and become a part of the assessment to which such unit is subject. This type of assessment also shall be known as the Special Individual Unit Assessment as referred to above in this Declaration.

Section 7.4. Rehabilitation; Duty to Make Repairs; No Partition Sale.

(a) As provided by Ohio Revised Code 5311.15 the Association may decide that the condominium property

is obsolete in whole or in part and elect to have the same renewed and rehabilitated, but this shall require the affirmative vote of all unit owners. In the event of such a vote, the procedures required by said statutory section shall be followed and the Board of Trustees shall proceed with such renewal and rehabilitation and the cost thereof shall be a common expense and shall constitute a special assessment for capital improvements as referred to elsewhere in this Declaration.

(b) In the event of damage to or destruction of all or any part of the common area, such damage or destruction shall be repaired and restored promptly by the Board of Trustees, as is directed by Ohio Revised Code Section 5311.14 (A); and the same duty shall exist with regard to repair and restoration of damage to or destruction of all or any part of the units.

(c) Ohio Revised Code Section 5311.14 (B) would permit the owners, upon a 75% vote, not to make necessary repairs or restoration to damage or destruction of the common area and thereby make the condominium subject to an action upon partition at the suit of any unit owner; but it is expressly provided in this Declaration that no such vote or any vote whatsoever may make the condominium property subject to such a partition action. A partition action may be instituted only after a complete termination of the condominium plan and removal of all property from that plan, as provided for in Section 14.3 of this Declaration.

ARTICLE VIII

GRANTS AND RESERVATIONS OF EASEMENTS

Section 8.1. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and as easement to, over and through all of the properties, including each Unit as provided in Ohio Revised Code Section 5311.03 (F), for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, operation, repair, restoration and/or servicing of any items, units, things or areas of or on the properties provided that exercise of this easement as it affects the individual units shall be at reasonable times with reasonable notice to the individual unit owners.

Section 8.2. Easement of Encroachments. Each building, all utility lines, and all other improvements as originally constructed and as added to this condominium plan through annexation of the land described in Exhibit D and the building and improvements to be constructed thereon and on Lot 1017 shall have an easement to encroach upon any unit and upon the common areas as originally constructed and laid out; and all common areas and all units shall have a reciprocal easement for encroachment upon the other with regard to overhangs in the design, deviations in construction from the condominium plans contained in this Declaration, as a result of the location of building, utility lines or other improvements across boundary lines between and among units and/or the common area, or as a result of building or improvement movement or alteration or additions from time to time, providing that such alterations or additions have received architectural approval as required by this Declaration.

Section 8.3. Easement for Support. Every portion of the building of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties contributing to the support of any other item or portion of the properties contributing to the support of any other item or portion of an item referred to herein including the real estate described in Exhibit D and the building and improvements to be constructed thereon and on Lot 1017 shall be burdened with an easement of support for the benefit of any such other item or portion thereof.

Section 8.4. Utility Easements. Every portion of a building, of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties through, over, or along which it is necessary or appropriate to run conduits, pipelines, ducts, plumbing, poles, transformers, wiring, or any other facilities necessary or incidental to the furnishing of utility services to any portion whatsoever of the properties, including the real estate described in Exhibit D and the building and improvements to be constructed thereon and on Lot 1017, during the original construction period and during any subsequent period of use of the properties, shall be burdened with an easement for the installation, maintenance, repair, continuous usage, and servicing of all such conduits, pipelines, ducts, etc. as set forth above in this paragraph.

Section 8.5. Construction and Development Easement. Every portion of a building, of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties shall be burdened with an easement of ingress and egress and of usage for the purpose of construction and/or development of any portion of the properties or any improvement thereon, to the extent that such construction and/or development has been approved by the Trustees of the Association or to the extent that such construction and/or development is approved in advance by the terms of this Declaration, as is the case with regard to the building and improvements to be constructed partially on Lot 1017 and partially on the real estate described in Exhibit D.

ARTICLE IX

USE RESTRICTIONS

Section 9.1. Residence Usage. No unit shall be used for any purpose other than as a residence site as provided in this Article:

- (a) For a single family meaning a group of one or more persons each of whom is related to the other by blood, marriage or adoption and all of whom are living together and maintaining a common household, but excluding more than one married couple and excluding two or more parents (not married to each other and not themselves parent and child) who have their children or stepchildren living with them.
- (b) In the alternative, as a residence site for persons who do not constitute such a "family" but subject to the following restrictions on the total number of persons (including children) occupying any unit: Any two bedroom unit may be used or occupied by no more than three (3) persons; and any three bedroom unit by no more than four (4) persons, until and unless the Association adopts rules or regulations altering this requirement by a vote of the Trustees of said Association.

Section 9.2. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the owners of units, it is hereby provided that no boarders or roomers shall be permitted.

Section 9.3. Home Occupation. The restriction above to the use of any Unit as a single family residence shall not prohibit the conduct of a "home occupation" or profession carried on by residents permitted to reside on the premises under Section 9.1 of this Declaration and in connection with which (a) there is used no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence dwelling; (b) there is no commodity sold or services dispensed upon the premises; (c) no person is employed other than residents permitted to reside in that unit under Section 9.1 above; and (d) no mechanical or electrical equipment is used except such is permissible for an is customarily found in purely domestic or household premises for the family residing therein. A professional person may use his residence for infrequent consultation, emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick-up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conduct of other businesses or enterprises which are precluded by other sections of this Declaration.

Section 9.4. Additional Structures. No additional and/or accessory structures of any nature whatsoever shall be erected upon the common or limited common area in addition to the buildings and other improvements on said premises on the date this Declaration is recorded, other than reasonably similar replacements thereof approved in advance by the Association or its Architectural Committee or any carports or additional structures or improvements approved by the Association.

Section 9.5. Parking. No uncovered parking spaces on the properties shall be used for the parking of any trailer, truck or boat as defined in this Declaration. The words "trailer" and/or "truck" shall mean and include every

trailer coach, house trailer, mobile home, motor home, automobile trailer, van, truck, camper or any similar vehicle, whether or not self-propelled which is constructed or which exists for the purpose of human habitation, storage, or the conveyance of goods, machinery, boats, vehicles, tools, equipment or similar items, whether resting on wheels, jacks, tires or other foundation as long as it is constructed so that it is, or may be, mounted upon wheels or some transportation device. The word "boat" shall mean and include every type of structure or assemblage of materials which is constructed or which exists for the purpose of floating upon water and conveying persons, goods, machinery, vehicles, tools, equipment or similar items. Provided, however, that nothing contained herein shall prohibit the parking upon such uncovered parking spaces of operative passenger cars, motorcycles, motor bikes or pick-up trucks of one-half ton capacity or under. This section shall not apply so as to interfere with normal construction procedures in the completion of any work remaining to be done on the units or common property, or with maintenance required under this Declaration. All prohibitions and restrictions herein are subject to variances which may be granted by the Association, and the granting or denial of any variance application shall not create any precedent for future applications.

Section 9.6. Nuisances. No noxious or offensive activities shall be carried on upon the unit or upon the common area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. X
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Section 9.7. Signs. No signs of any kind shall be displayed to the public view on the properties by any person, firm or organization except those:

- (a) On the common areas and approved in advance by the Trustees;
- (b) Regarding and regulating the use of the common areas and approved in advance by the Trustees.
- (c) Used by the Declarant to advertise any unit for sale or rent during the time Declarant's Class B membership in the Association exists.

This section shall specifically preclude, among others, signs advertising any unit(s) as being for sale or for rent, other than as permitted by sub-paragraph (c) above.

Section 9.8. Exterior Wiring, Antennas or Installations. No exterior wiring, lighting or antennas shall be permitted on the exterior portion of any building or improvement situated upon the premises except as may have been erected or used by the Declarant as part of the original construction. No air conditioning or other type of installation or equipment shall be installed or permitted to appear on the exterior of any building or protrude through the walls, roof or window area of any building or any unit, except as may have been installed by or for the Declarant as part of the original construction. All prohibitions herein are subject to variances which may be granted by the Association, and the granting or denial of any variance application shall not create any precedent for future application.

Section 9.9. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the properties by any owner or resident of or in any unit or by any other person, except that dogs, cats and other household pets may be kept in and upon units (to the extent permitted by previously existing plat or land restrictions, if any) subject to the following provisions:

- (a) Such pets may not be kept in or upon any unit, temporarily or permanently, for any commercial purpose;
- (b) Such pets shall not run loose on portions of the properties other than the unit in which kept, and while on any other portion of the properties shall be kept upon a leash or other similar physical restraint;
- (c) Whether or not on a leash, such pets shall not relieve body wastes upon any portion of the properties except that unit in which they are kept.
- (d) It is understood that the enjoyment of the properties by all owners and residents thereof, and the success of this condominium development, might be jeopardized by violations of these conditions; accordingly, the Trustees may by majority vote, after three violations require that any certain pet(s) be removed permanently from the properties and the owner of the unit wherein the pet or its owner or keeper resides shall have a period of thirty days to comply with such decisions of the Trustees.
- (e) The owner of a unit which has such pet(s) kept in or upon it, or in which the owner or keeper of such pet(s) resides, and not residents or the owners of any other part of the properties, shall bear all risks which result from the presence of pets. Accordingly, such owner shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such

pets, and due care or absence of negligence shall not constitute a defense.

- (f) In the event the Trustees are unable to enforce the within restrictions and controls upon pets without legal proceedings all expenses and costs incurred by the Association in such a legal proceeding, including the preparation therefore and including all attorney's fees, shall constitute an assessment against the unit wherein the pet or its owner or keeper resides and shall be deemed to be a Special Individual Unit Assessment as referred to above in this Declaration.

Section 9.10. Trash, Storage. All trash, rubbish, garbage and other materials being thrown away or disposed of by unit owners or residents on the properties must be placed in the large trash dumpsters which are located on the premises, and such dumpsters shall be provided by the Declarant and maintained by the Association. The outdoor placement or storage, other than by the Association itself, of materials, equipment, clothing or any other items on any portion of the common or limited common area shall be prohibited; with the proviso that placement or storage of milk boxes and patio furniture on the limited common area by the persons entitled to the exclusive use of such area may be permitted without the necessity of a variance granted by the Association. Because of the hazards of fire, the storage or disposal on the property of highly flammable or explosive matter (other than the aforementioned trash, rubbish, or garbage to be placed within the dumpsters) is prohibited. Provided, however, that this section shall not apply so as to interfere with normal construction or maintenance activities in the construction, development or maintenance of any part of the properties, as authorized by the Association.

Section 9.11. Temporary Structures. No structure of a temporary character, shack, shed, tent, locker or other out-building shall be used on the common or limited common area on a temporary or permanent basis unless approved under the provisions of this Declaration relating to architectural control. Provided, however, that this section shall not apply so as to interfere with normal construction or maintenance activities in the construction, development or maintenance of any part of the properties, as authorized by the Association or this Declaration.

Section 9.12. Clothes Lines; Offensive Devices. No exterior clothes line or hanging device and no device or item offensive in its appearance, operation or location in the reasonable judgment of the Trustees shall be permitted on the property. *
NOTE

Section 9.13. Open Fires. No open fires shall be permitted on the property, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the property.

Section 9.14. Interference with Maintenance by Association. No owner or resident of any portion of the properties shall have, claim or exercise any right to maintain, alter the appearance or improve any areas or surfaces of the properties maintained by the Association under the provisions of this Declaration.

Section 9.15. Rules and Regulations. The listing of the specific use restrictions set forth above shall not bar the Association from making reasonable rules and regulations which place additional or different use restrictions on the property and/or which permit variances from these use restrictions to be granted by the Association and establish reasonable procedures and standards for such variances.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties (excepting any original construction or development by the Declarant) nor shall any exterior addition to or change or alteration therein be made (except by Declarant) until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Trustees,

in the event the Trustees have chosen to appoint such a committee. In the event the Trustees, or said committee, fail to approve such plans and specifications within sixty (60) days after their submission, said plans and specifications shall be deemed to have been disapproved. Nothing in this Article shall be deemed to authorize any construction on, addition to, or change in the properties, which would be prohibited by other portions of this Declaration.

ARTICLE XI

ARBITRATION

In the event any dispute arises between or among owners of condominium units involving or concerning rights of use or enjoy any portion of the properties, concerning damage to any portion of the properties, or concerning the interpretation or application of any language of this Declaration, of the By-Laws of the Association, or of the Articles of Incorporation of the Association, the Trustees of the Association shall serve as arbitrators to resolve the dispute and the decision shall be by majority vote. Each of the owners involved shall have the right to present his or her position to the arbitrators in accordance with such procedural rules as the arbitrators-Trustees make at that time or from time to time. In addition, said arbitrators-Trustees shall have the right to act as fact-finders in that they may consult with any of the owners independently and at any time, and may gather facts and additional information from any other sources whatsoever so as to assist them in arriving at a decision. By the acceptance of any right, title or interest in or to a unit each owner agrees to the above arbitration procedure and waives his right to contest the decision of the arbitrators in court and his right to by-pass the arbitration proceeding by filing a lawsuit in any city, state or in the federal courts system, so that disputes of the nature described herein shall be heard and decided by such arbitrators with neither party being put to the expense of an original action in the court system or of an appeal to said court system.



To All Fox Run Residents and Homeowners:

The Fox Run pool and common area are maintained for everyone to use. We do not have a lifeguard on duty, so many of the policies that are set up are to protect the interests of the majority of homeowners.

Dayton Pool (Ken) is in charge of the pool maintenance. This includes water chemistry and routine cleaning of the pool area. He is not responsible for supervising children, nor should this responsibility fall to any other adult who happens to be at the pool. However, any adult may (and should) tell any youngster who is being obnoxious to leave the pool area.

The Trustees have discussed and adopted the following rules for the pool and common area:

1. Guests are to be accompanied by the hosting resident at all times when using the pool. Please do not send your guests to the pool without accompanying them.
2. All children under 14 years of age must be accompanied by an adult.
3. Residents between 14 and 18 years of age may not have guests without parental supervision.
4. Absolutely no glass in the pool area.
5. The pool must be locked at all times. The door-gate will automatically lock behind you when you are coming or going.
6. Residents are asked to clean up after having food, drinks, or cigarettes, close umbrellas, and straighten chairs and lounges as Dayton Pool does not do this.
7. Tanning oil should be used at a minimum when swimming.
8. A \$25.00 deposit is required for all parties over 10 people. Residents are responsible for cleaning the area and emptying the trash cans after the party.
9. Bicycles and mopeds are not to be ridden on the grass or parked in front of the pool gate.
10. It has never been necessary to set hours for the use of the pool. Please be considerate of neighbors when using the pool after 10:00 P.M.
11. Condo fees and/or assessments must be paid in full at all times to have privileges to use the pool.
12. No pets are allowed in the pool area.

MAY 30, 1992

UNIT ADDRESS	NAME	HOME PHONE
<u>BLDG. #6</u>		
5821	Wilma Webb	435-3721
5823	Marilyn Scott	433-7273
5825	Walt Gatzke	434-6946
5829	Carolyn Sparks (Trustee-President) Ben Martin	435-0464
<u>BLDG. #5</u>		
5831	Al & Bertha Dexter (Bertha-Trustee) Sec. Treas.	439-0941
5833	Pat & Harriet Burns	435-2842
5835	Tom & Vicky Evans (Doug)	434-3857
5837	Lori West (Nicole)	435-1572
5839	Don Ball	434-8290
5841	Edie Spiegel	433-5703
<u>BLDG. #4</u>		
5843	Betty Mays	434-2461
5845	Jerry & Lura Allen	435-8026
5847	Debra Anglin	439-4195) work -461-5800)
5849	Lydia Albert	
5851	Tom & Sue Drerup (Tom-Trustee)	435-8994
5853	Geraldine Floyd/Robert Rogge	433-0847
<u>BLDG. #3</u>		
5855	Arline Mandas	435-2036
5857	Ruth Krupa	433-4296
5859	Linda Orr	435-8337
5861	David M. Charves	435-7218
5863	Ray Gebhart	436-2743-Unlisted
5865	Jim & Marjorie Price	435-3141

BLDG. #2

5867	Ruth Thunn	434-5166
5869	Bill & Doris Ewry	434-9668
5871	George MacKenzie (owner) Juanell Boomershine (Tenant)	434-6966) (work) 434-1705)
5873	Terry Sheridan (owner) Eric & Susan Davis (Tenant)	434-3856
5875	Gil & Donna Taft	434-3152
5877	Bob & Phyllis Howard	435-7023

BLDG. #1

5879	Bill & Voleta Prater (Bill-Trustee)	434-5971
5881	Cynthia Wassenich	(work) 427-6723
5883	Robert Share	435-1504
5885	<i>Becky Anoteel</i> Mary Calvin (Pat)	438-8896 439-5767
5887	Roger & Alma Henry	434-6877
5889	John & Helen Clark	433-6452
5891	Edna Hennessey	433-0803
5893	Barbara Rasor (Marc)	435-5559

BUILDING REPRESENTATIVES:

Bldg. #1 -
Bldg. #2 - Bill Ewry
Bldg. #3 - Arlene Mandas
Bldg. #4 - Robert Rogge
Bldg. #5 - ~~AL~~ Dexter
Bldg. #6 - Ben Martin