



GREENBRIER
commons

INDEX TO EXHIBITS

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- EXHIBIT "C" - Articles of Incorporation of Greenbrier Commons Unit Owners Association
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- EXHIBIT "E" - Rules of Association
- EXHIBIT "F" - Budget of Association

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AMENDED

DECLARATION OF CONDOMINIUM OWNERSHIP
GREENBRIER COMMONS CONDOMINIUM

Prepared by:

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For Map See

PLAT BOOK 104, PAGE 26

ROBERT L. JONES
REGISTERED AUDITOR
DAYTON, OHIO

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AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP
GREENBRIER COMMONS CONDOMINIUM

This Declaration is an Amendment to and a Restatement of the Declaration of Condominium ownership of Greenbrier Commons Condominium previously executed by Greenbrier Limited and filed for record with the Recorder of Montgomery County, Ohio on November 25, 1975 as Microfiche Number 75-558A01, which Declaration is hereby amended pursuant to Section 22 of said recorded Declaration by Albert G. Oakes, (the correct spelling of whose name is Albert G. Oaks) not individually but as Trustee on behalf of Abner D. Goldstein, James C. Hill, Allen T. Murphy, T.A. Sedam and Boyd J. Simmons, not individually but as Trustees on behalf of Continental Illinois Realty, a California Real Estate Investment Trust as successor in interest to Greenbrier Limited, together with those Unit owners who have signed the last page hereof holding in the aggregate not less than seventy-five percent (75%) of the votes of the membership in the Unit Owners' Association.

W I T N E S S E T H:

WHEREAS, Greenbrier Limited, the predecessor to Albert G. Oakes, not individually but as Trustee on behalf of Abner D. Goldstein, James C. Hill, Allen T. Murphy, T. A. Sedam and Boyd J. Simmons, not individually but as Trustees on behalf of Continental Illinois Realty, a California Real Estate Investment Trust had previously caused the Declaration to be recorded against certain real property described in Exhibits A and C attached hereto and made a part hereof ("the Land") in the City of Centerville, Montgomery County, Ohio, upon which thirty (30) residential dwelling units, nineteen (19) of which included attached garage and eighteen (18) additional garage units, as described herein have been constructed; and

WHEREAS, Albert G. Oakes, not individually but as Trustee on behalf of Abner D. Goldstein, James C. Hill, Allen T. Murphy, T. A. Sedam and Boyd J. Simmons, not individually but as Trustees on behalf of Continental Illinois Realty, a California Real Estate Investment Trust is a successor in interest to all rights of Greenbrier Limited in and to the Land and for the purposes of this Amended Declaration, Albert G. Oakes, not individually but as Trustee on behalf of Abner D. Goldstein, James C. Hill, Allen T. Murphy, T. A. Sedam and Boyd J. Simmons, not individually but as Trustees on behalf of Continental Illinois Realty, a California Real Estate Investment Trust (its successors and assigns) shall be referred to as "Declarant."

WHEREAS, Declarant, as successor in interest to Greenbrier Limited, is also the fee simple owner of that real property described in Exhibit B attached hereto and made a part hereof (the "Additional Land") which is adjacent to the Land, a portion or all of which Declarant may, but is not required to, develop with up to 270 additional residential dwelling units plus related garage units; and

WHEREAS, Declarant, as successor in interest to Greenbrier Limited, has an option to purchase the 12.0 acres of real property described in Exhibit B-1 attached hereto and made a part hereof (the "Option Land") which, if acquired, Declarant may, but is not required to, develop up to 100 additional residential dwelling units plus related garage units thereon; and

WHEREAS, Declarant has constructed improvements in the form of a swimming pool and certain community buildings on that portion of the Land described in Exhibit C attached hereto and made a part hereof, said improvements thereon being referred to as the Recreational Facility; and

WHEREAS, Declarant desires to amend the Declaration previously recorded for Greenbrier Commons Condominium; and

WHEREAS, a special meeting was called by the Unit Owners' Association and the following amendments were approved by at least seventy-five percent (75%) of the voting power of said association; and

WHEREAS, Declarant desires to establish a plan of condominium ownership for the existing 30 residential units and 18 garage units, and the Recreational Facility in accordance with this Amended Declaration; and

WHEREAS, all of the material set forth in these Recitals, the Declaration itself, and all Exhibits attached hereto, including but not limited to the Bylaws and Articles of Incorporation of the Unit Owners' Association, shall be deemed to constitute a substantive part of this Declaration which establishes Greenbrier Commons Condominium.

NOW, THEREFORE, the Declaration is hereby amended and restated in its entirety as follows (hereinafter the "Declaration" previously recorded and this Declaration shall be referred to as the "Declaration"), and the Declarant hereby declares and submits the Land, together with all buildings, structures, and improvements thereon and all easements, rights, and appurtenances thereunto belonging to the provisions of Chapter 5311 of the Revised Code of Ohio and to this Declaration; and the Declarant further declares that all of said real property, buildings, improvements, structures, easements, rights and appurtenances shall be used, held, transferred, sold, conveyed, devised, bequeathed, encumbered, pledged, occupied, enjoyed, rented and leased subject to the terms, covenants, conditions, easements and restrictions of this Declaration and, further, in the case of any conflict between this Amended Declaration and the Declaration previously recorded, this Declaration shall control.

§1. Name of Condominium. The name by which this condominium development shall be known is Greenbrier Commons Condominium, and this condominium and each and every item of property submitted to the provisions of Chapter 5311 of the Ohio Revised Code by this Declaration, as it may be amended from time to time, may hereinafter be referred to solely by that name, and may also be referred to as the "Condominium Property" or "Condominium Properties".

§2. Purpose of Condominium. The purpose of the Condominium is to provide separate dwelling units, hereinafter called "Residential Units", and garage units, hereinafter called "Garage Units", (hereinafter the Residential Units and Garage Units are sometimes collectively referred to as "Units"), fee-simple title to which may be conveyed to purchasers for residential living and garage purposes. No commercial facilities are a part of the Condominium.

§3. Legal Description. The land submitted to this Declaration is described in Exhibit A and also in Exhibit C.

§4. Description of Buildings. There are six residential buildings and one garage building in the Condominium Property. The residential buildings are identified as Buildings 11, 12 and 14 through 17 and the garage building as Building 13 on the drawings (the "Drawings") attached hereto as Exhibit D and hereby incorporated herein. The residential buildings are two stories and contain Residential Units, basements or crawl spaces, attached garages and Garage Units, balconies and patios, all as described below and depicted in the Drawings. The garage building is one story and contains six Garage Units. The principal materials of which the buildings are constructed are wood, concrete, and concrete blocks with the exterior walls consisting of wood and stucco and the exterior roof covering being plywood and asphalt shingles. In addition, there are two buildings which constitute part of the Recreational Facility which are located on the portion of the Condominium Property described in Exhibit C attached hereto and made a part hereof. These buildings are two (2) stories in height and the principal materials used in these buildings are the same as described in the earlier portions of this paragraph. These two buildings, together with a swimming pool, are depicted on Exhibit D-1 attached hereto and made a part hereof and their interior layouts are as set forth in Exhibit F-64 attached hereto and made a part hereof. All of the amenity facilities servicing Greenbrier Commons Condominium (such as parking, recreation and service areas) are part of the Condominium Property and are fully installed, completed and in operation for use by the Unit Owners.

§5. Unit Designations and Descriptions. There are 30 Residential Units and 12 Garage Units in the six residential buildings of the Condominium Property and 6 Garage Units in the one garage building. Nineteen of the Residential Units are defined to include one or two-car attached garages. The 30 Residential Units are composed of three three-bedroom flats; four two-bedroom flats, partially over garages; eleven two-bedroom townhouses and twelve three-bedroom townhouses. All Residential Units except the four two-bedroom flats have basements.

Each Residential and Garage Unit is identified by its Building Number and Unit Designation as shown on the Drawings and in the schedule attached hereto as Exhibit E and hereby incorporated herein. Exhibit E also sets forth the configuration of the garage building; the number of rooms, exclusive of baths, and the number of baths in each Residential Unit; the approximate size in square feet of each Residential Unit's living area, including basements; and other various pertinent information descriptive of each Residential Unit. Particulars of the Residential and Garage Units and the buildings in which they are situated are shown graphically (to the extent possible) on the Drawings. Said set of drawings was prepared by and bears the certified statement of Robert L. Barnett (Surveyor No. 5115), registered surveyor, and of Robert F. Archdeacon (Engineer No. 22446), licensed professional engineer, as required by Section 5311.07, Ohio Revised Code.

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The boundaries of all Residential Units are the interior surfaces of their perimeter walls, floors and ceilings, and each Residential Unit shall consist of all the space bounded by the unfinished surfaces of the basement floor or ground floor, the unfinished interior surface of the perimeter walls and the unfinished surface of the ceiling of the top floor of the Residential Unit with all of the above projected, if necessary by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to each such Residential Unit. The boundaries of each Garage Unit are the unfinished surface of the garage floor, the unfinished interior surface of the perimeter walls, the unfinished surface of the ceiling of the Garage Unit and, where necessary, an imaginary partition (when no unfinished interior perimeter wall exists separating one Garage Unit from another) caused by projecting a painted line on the garage floor to the garage ceiling in such a way as to totally enclose the Garage Unit. The dimensions, layouts, and descriptions of each Residential and Garage Unit are shown on the drawings attached hereto as Exhibit F-1 through F-63. The Residential and Garage Units include, without limitation, all windows and doors in the perimeter walls of a Unit, all plumbing, electric, heating, cooling, and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts, chimneys, conduits, switches, thermostats, plugs, outlets, and connections located in such Unit which serve only such Unit, and all parts of any building which are within such Unit's boundaries, except for supporting walls, fixtures and other parts of the building or buildings which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property. The living areas of each Residential Unit have direct access to one or more of the following common or limited common areas: sidewalks, patios, private drives, and driveways. The Garage Units and garage areas of the Residential Units containing garages have direct access to private drives and driveways. These areas in turn connect with private streets, roadways, open areas, and walks, which give the Unit owners access to Norwich Land, Olde Greenbrier Land and Alexandersville-Bellbrook Road, which are public rights-of-way.

The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of (i) a Residential Unit shall be referred to herein as a "Residential Unit Owner", (ii) of a Garage Unit shall be referred to herein as a "Garage Unit Owner", and (iii) collectively Residential Unit Owners and Garage Unit Owners are referred to herein as "Unit Owners" or "Owners".

§6. Description of Common and Limited Common Areas and Facilities. The Common Areas and Facilities of the Condominium Property ("Common Areas and Facilities"), undivided interests in which are owned by the Unit owners in such percentages as are expressed in Section 8 of this Declaration, consist of the land described in the attached Exhibit A, supporting walls, fixtures and other parts of the building which are within the boundaries of each Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property; and all parts of the Condominium Property which are

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situated outside of the boundaries of the Units, including without limitation, the stoops, courtyards, patios, balconies, platforms, railings, fences, open areas, walks, parking areas, roadways, utility lines, foundations, columns, girders, beams, supports, supporting walls, and roofs.

Further, the Common Areas and Facilities sometimes referred to simply as "Common Area," shall also include the real estate on which the Recreational Facility is situated, which is described in Exhibit C, together with the two buildings thereon referred to in previous portions of this Declaration and together with all other structures, improvements and property situated thereon.

The stoops, courtyards, patios, balconies, and landings of all of the buildings, except the Recreational Facility, shall constitute limited common areas and facilities (Limited Common Area). Each of such limited Common Area items shall be reserved, within the limits of its boundary or railing or fence, for the exclusive use of the Residential Unit which has direct access to such limited Common Area through its residential area.

§7. Unit Owners' Association Established. Prior to the recording of this Declaration, Declarant has established Greenbrier Commons Unit Owners' Association, an Ohio non-profit corporation (the "Unit Owners' Association" or the "Association"), whose purposes are to manage and administer the Condominium Property, to serve as Unit Owners' Association for all units situated thereon and coordinate the administration of the Residential and Garage Units, and to possess the other rights and obligations set forth in this Declaration. The Bylaws of the Association (the Bylaws") are attached hereto as Exhibit G, and hereby incorporated herein. The Unit Owners' Association shall administer the Condominium Property through its Board of Trustees (who shall constitute its Board of Managers) in accordance with this Declaration, its Articles of Incorporation (the "Articles") and the Bylaws of the Unit Owners' Association, and the rules and regulations (the "Rules and Regulations") promulgated by such Board. Each record owner of a fee or undivided fee interest in a Residential or Garage Unit shall automatically be a member of a Unit Owners' Association and be entitled to exercise the voting rights described in the Articles and Bylaws. Such membership shall terminate upon the transfer of record by such member of his Unit Ownership, at which time the new record owner of such Unit shall automatically become a member of the Association. Except as otherwise specifically provided, the Board of Trustees and officers of the Association elected or appointed as provided in the Bylaws of the Association shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, any officer or member of the Board of Trustees, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws. The Articles of Incorporation of the Association, as amended, are attached hereto and made a part hereof, marked Exhibit H.

The person to receive service of process or the Association shall be the President of the Association, but only if said President is a resident of Montgomery County, Ohio. Until such time as a President with such a residence qualification is elected, service may be made upon James Gould, 226 Talbot Tower, Dayton, Ohio 45405. When and

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after the Association is lawfully constituted, the President thereof, if he resides in Montgomery County, Ohio, shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

Subject to the provisions of Section 10 of this Declaration, the Association may employ a managing agent and delegate thereto all or any of its responsibilities with respect to the Condominium Property. Such managing agent shall not be employed at any time for a term extending more than one year (renewable for successive one year periods) and in any event the agreement or contract for such managing services must contain terms permitting termination thereof by either party without cause on ninety (90) days written notice. If (during the time no managing agent is employed by the Association) institutional mortgagees holding first mortgages on more than 50% of all Residential Units require employment of a professional management agent, the Association, upon written notice to it of such requirement, shall employ such a management agent in accordance with the preceding sentence.

§8. Ownership and Use of Units and Common Areas and Facilities. Each Unit Owner is entitled to exclusive ownership, use and possession of his Residential Unit or Garage Unit, to ownership of an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners in such percentage as is expressed below in this §8, to the nonexclusive use of all Common Areas and Facilities not reserved for the limited use of other Residential Unit Owners, and to the exclusive use of the Limited Common Area reserved for his use as the Owner of any Residential Unit. Each Unit Owner shall have the right to all other incident uses permitted by this Declaration, the Bylaws and the Rules and Regulations as promulgated by the Association's Board of Trustees including a nonexclusive easement, together with other Unit owners, for the use and enjoyment of the Common Areas and Facilities and for ingress and egress over same to and from his respective Residential or Garage Unit, which rights shall be apportioned to and shall run with his Unit. The extent of such ownership in the Common Areas and Facilities is hereby deemed to be, and expressed by, the percentage amount hereafter set forth. Subject to amendment permitted by Section 22 of this Declaration, such percentage amount shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all Unit owners. Until amended as provided, the percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit and for the division of common profits and losses as described in Article XIV of the Bylaws, shall be as set forth below, it being understood that subsequent Section 22 of this Declaration sets forth the manner in which unanimous approval of all unit owners may be obtained for amendments to this Declaration which add additional land and units to the Condominium Property with a resulting decrease in percentage of ownership interest in the common area appertaining to each Unit:

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Residential Unit
Designation

Percentage of Interest in
Common Areas and Facilities
and Percentage Interest in
Common Profits and Losses

11-3-1201	3.94
11-2-1203	3.53
11-1-1205	2.74
11-1-1207	2.74
11-1-1209	2.74
11-A-1211	2.60
12-1-1200	2.74
12-1-1202	2.74
12-C-1204	3.74
12-1-1206	2.74
12-1-1208	2.74
14-A-1210	2.60
14-3-1212	3.94
14-2-1214	3.53
14-C-6850	3.74
14-1-6852	2.74
14-1-6854	2.74

15-1-1237	2.74
15-3-1235	3.94
15-2-1233	3.53
15-B-1231	3.74

16-3-1229	3.94
16-2-1227	3.53
16-2-1225	3.53
16-3-1223	3.94
16-A-1221	2.60

17-3-1219	3.94
17-2-1217	3.53
17-1-1215	2.74
17-A-1213	2.60

Garage Unit
Designation

11-G-1	.19
11-G-2	.19
13-G-1	.19
13-G-2	.19
13-G-3	.19
13-G-4	.19
13-G-5	.19
13-G-6	.19
14-G-1	.19
14-G-2	.19
15-G-1	.19
15-G-2	.19
15-G-3	.19
15-G-4	.19
16-G-1	.19
16-G-2	.19
17-G-1	.19
17-G-2	.19

Ownership of a Residential or Garage Unit includes the right to exclusive possession, use, and enjoyment of the interior surfaces of the Unit's perimeter walls, floors and ceilings and of the surfaces of all supporting walls, fixtures and other parts of a building within the Unit's boundaries, including the right to perform work upon, paint, tile, wax, paper, or otherwise finish, refinish, or decorate the same, unless otherwise provided herein.

There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms and from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Units' ownership as between such co-owners, through a legal action for its sale as upon partition, under the Ohio partition statutes, at the suit of any such co-owner. Such an action for sale, however, may not in any way create a physical partition in such Unit and may not in any way subdivide such a Unit. Notwithstanding anything seemingly to the contrary contained in this Declaration, no physical walling-off or partitioning or subdividing of any Unit may take place without (and in addition to any other requirements contained herein) the prior written approval of any first mortgagee of such Unit.

§9. Unit Owners' Association Assessments. From and after the recording of this Declaration, the Declarant, for each Unit owned by it, hereby covenants and agrees, and each owner of any Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree, to pay to the Unit Owners' Association the assessment for common expenses (the "assessments") described in Article XV of the Bylaws. All assessments of the Unit Owners' Association shall be payable in twelve (12) equal monthly installments on the first day of each calendar month as provided in the Bylaws.

§10. Regulation of Use of and Management of Common Areas and Facilities. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations or in any way that will adversely affect or cause any reduction in value of any other property owned by Declarant. Without in any manner intending to limit the generality of any other provisions of the Declaration or the Bylaws, the Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted lessees, guests, invitees, servants, heirs and assigns, and may also provide for the exclusive use by a Residential Unit Owner, members of his family, permitted lessees, invitees, servants, his guests, and his heirs and assigns of Limited Common Areas. Such exclusive use may be conditioned upon, among other things, the payment by the Unit Owner of such assessments as may be established by the Association for the purpose of defraying costs thereof. Subject to the provisions of the Declaration, the Bylaws and the Rules and Regulations, all Unit Owners may use the Common Areas and Facilities in such manner as will not restrict, interfere, or impede with the use thereof by the other Owners.

Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association shall have full power and authority to have additional buildings, structures or improvements placed upon, and made a part of, the Common Area; and no such additions shall be deemed to limit or reduce any Owner's right or interest in the Common Area.

§11. Limitation of Powers of Unit Owners' Association. Notwithstanding anything herein seemingly to the contrary, unless at least seventy-five percent (75%) of the first mortgages (based upon one vote for each first mortgage owned), and at least seventy-five percent (75%) of Unit Owners (other than Declarant) of individual Residential Units (provided, however, in the event a greater percentage is required pursuant to Chapter 5311 of the Ohio Revised Code, that greater percentage shall be required), have given their consent, the Owners' Association shall not be entitled to:

(a) by act or omission seek to abandon or terminate the condominium;

(b) except for the purposes of and as provided in Section 22 of this Declaration, change the prorata interest or obligation of any Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the percentage of interest of ownership of each Unit Owner in the Common Areas and Facilities;

(c) partition or subdivide any Unit;

(d) except for the purposes of and as provided in Section 22 of this Declaration, seek to abandon, partition, subdivide, encumber, sell or transfer by act or omission the Common Area and Facilities except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and Facilities shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any Condominium Property for other than repair, replacement or reconstruction of such Condominium Property, except as provided in Chapter 5311.14(B) of the Ohio Revised Code.

§12. Liens of Unit Owners' Association. the Unit Owners' Association shall have a lien upon each Unit Owner's estate or interest in any Residential or Garage Unit, including its percentage of interest in the Common Areas and Facilities, for the payment of assessments chargeable against such Residential Unit which remain unpaid for thirty (30) days after the same have become payable. Such lien shall be effective from the time a certificate therefor, subscribed by the president or other chief officer of the Unit Owners' Association, is filed with the Recorder of Montgomery County, Ohio, pursuant to authorization given by the Board of Trustees of the Association. Such certificate shall contain a description of the Residential or Garage Unit, the name or names of the record owner or owners thereof, and the amount of such assessments. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court of competent jurisdiction in an action brought to discharge such lien. In addition, the owner of any Residential or Garage Unit and any occupant or user thereof shall be jointly and severally personally liable for such assessments arising during the period of his ownership, occupancy, or use.

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The liens described above shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the liens of any bona fide first mortgages to institutional lenders which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Residential or Garage Unit affected shall be required to pay a reasonable rental for such Residential or Garage Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect same. In any such foreclosure action, the Unit Owners' Association shall be entitled to become a purchaser at the foreclosure sale. If the mortgagee of a bona fide first mortgage of record or other purchaser of either or both a Residential or Garage Unit obtains title to a Unit pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by Deed in Lieu of Foreclosure, such purchaser shall not be personally liable for the Unit's unpaid assessments, as such, which had become due prior to such purchase, anything in this Declaration to the contrary notwithstanding. Instead, such unpaid assessments shall be deemed to constitute common expenses which, under Ohio Revised Code Section 5311.21, shall be charged to the various Unit Owners according to the percentages of interest in the Common Area which are apportioned to their respective Units; and such common expenses shall be collectable from all Unit Owners as indicated in the Articles of Incorporation and the Bylaws of the Association; any payment of such unpaid assessments as common expenses shall not relieve, waive or release the joint and several personal liability of the previous Owner and of each and every occupant and user of the Unit for such assessments as came due during the period of his or her ownership, occupancy or use. Any voluntary or involuntary conveyance of a Garage Unit as a result of default in payment of assessments shall be subject to the restriction set forth in §16(g) hereof.

In a voluntary conveyance of a Residential or Garage Unit other than by a deed in lieu of foreclosure, the grantee of such Residential or Garage Unit shall be jointly and severally liable with the grantor for all unpaid assessments of the Unit Owners' Association attributed to such Residential or Garage Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Trustees of the Unit Owners' Association setting forth the amount of all assessments attributed to such Residential or Garage Unit by such Association and such grantee shall not be liable for, nor shall the Residential or Garage Unit conveyed be subject to a lien for, any unpaid amounts due the Association in excess of the amounts set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

§13. General Maintenance. The Unit Owners' Association shall maintain and repair the Common Areas and Facilities of the Condominium Property. Such maintenance and repair shall include, without limitation, the painting, repair, and replacement of roofs, gutters, downspouts, and exterior building surfaces, excluding glass and door surfaces; the maintenance and

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repair of parking areas, private roads and driveways, walkways, and exterior lighting and signs; and the mowing and maintenance of grass, shrubs, trees, plants, and open areas, excluding shrubs, trees, plants and grassy areas located on any limited Common Areas; but shall not include any maintenance or repairs to be performed by the Residential or Garage Unit Owners under §14. No maintenance or repair of any Common Areas and Facilities located within the boundaries of any Residential or Garage Unit shall be authorized by the Unit Owners' Association unless the same is necessary in the opinion of the Board of Trustees for the Unit Owners' or the public's safety, to permit reasonable use of all the Condominium Property, or in order to prevent damage to or destruction of any other part of the Condominium Property, and any damage done to any Residential or Garage Unit as a result of the maintenance or repair of Common Areas and Facilities located therein shall be repaired by and at the expense of the Unit Owners' Association.

Each Unit Owner agrees to maintain, repair and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, licensee, family member or guest of such Owner.

If the need for any such maintenance or repair is caused by the willful or negligent act or omission of any Unit Owner, his family, guests, or invitees, and the Unit Owner refuses to perform such maintenance or repair, the Unit Owners' Association, upon the affirmative vote of 75% of the votes thereof which are cast at a special meeting called for such purpose, may make an individual assessment to such Owner for the portion of the cost and expenses of such maintenance or repair which exceeds any insurance proceeds.

Nothing contained in this Declaration, the Bylaws of the Association, or in the Rules and Regulations enacted pursuant thereto shall be construed so as to impose a personal liability upon any member of the Board of Trustees, or any officer of the Association as such Board member or officer for the maintenance, repair and/or replacement, of any Residential or Garage Unit or of any part of the Common Areas and Facilities or give rise to a cause of action against any of them. None of said Board members or officers shall be liable in their capacities as such Board members or officers for damages of any kind other than damages from their own willful misconduct or bad faith.

§14. Unit Owner's Maintenance. Subject to the provisions of §13 and §16(j) and (p), each Unit owner shall promptly perform all maintenance and repairs required within or upon his Residential or Garage Unit, including, without limitation, maintenance and repairs to the interior surface of its perimeter walls, ceiling, and floors; internal electric, plumbing, gas, and telephone accessories; all glass surfaces, exterior doors, including garage doors of any Residential or Garage Unit; heating and air conditioning units and systems, and any portion of any other utility service facilities located within the Residential or Garage Unit boundaries and serving only his Residential or Garage Unit.

Each Unit Owner shall also maintain and repair all Limited Common Areas reserved for the exclusive use of his Residential Unit including, without limitation, all balconies, courtyards, doorsills, porches, patios and planting areas, storage areas, decks, and other associated structures and fixtures which are appurtenances to his Residential Unit, excluding, however, all exterior painting of any portions of any buildings or other improvements that are a part of the Condominium Property. The foregoing responsibilities of each Unit Owner include, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances except said exterior painting. Each Unit Owner shall perform his maintenance and repair responsibilities in such manner so as not to unreasonably disturb other residents of the Condominium Property. An Owner shall not paint or otherwise decorate or change the appearance of any doors or windows or of any portion of the buildings or other improvements not within the walls of the Residential or Garage Unit, unless the prior written consent of the Association is obtained. Further, a Unit Owner shall not make any alterations in the portions of any Residential or Garage Unit, or buildings, which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings, including, without limitation, any repair to or alteration of any fire walls, without first obtaining the written consent of the Association; nor shall any Residential or Garage Unit Owner impair any easement without first obtaining the written consents of the Association and of the Owner or Owners for whose benefit such easement exists.

In the event any Residential or Garage Unit Owner fails to perform any maintenance or repairs required hereby, and such maintenance or repair is necessary, in the opinion of the Board for the Unit Owners' or the public's safety, to permit reasonable use of all the Condominium Property, or in order to prevent damage to or destruction of any other party of the Condominium Property, the Unit Owners' Association may perform same and the cost thereof shall be charged to the failing Owner as an individual assessment.

In addition to his maintenance obligation hereunder, each Residential and Garage Unit Owner shall promptly report to the Unit Owners' Association, or its agent, the need for any repairs which are within the scope of the Unit Owners' Association's general maintenance obligation or that of another Residential or Garage Unit owner.

§15. General Ownership Provisions as to Residential Units and Common Areas and Facilities. The obligation of the Association and of the Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged, or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property.

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Notwithstanding the fact that the Association and/or any Residential or Garage Unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Residential or Garage Unit Owner in performing its or his obligation hereunder.

No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Residential or Garage Unit ownership without including therein both his interest in the Residential or Garage Unit and his corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined Unit and Common Areas and Facilities ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Residential or Garage Unit, description by Unit number and reference to this Declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Areas and Facilities.

§16. Covenants and Restrictions. The Condominium Property and the use thereof shall be subject to the following covenants, agreements, terms, conditions, and restrictions which shall run with the land and shall be binding upon each Residential and Garage Unit Owner, his heirs, tenants, licensees, successors and assigns:

(a) No Residential Unit shall be used except as a private dwelling place for a single family and for purposes necessarily incidental thereto unless the Board of Trustees authorize some other use, provided that Declarant may use any Residential Unit (or Garage Unit) for sales and display purposes so long as Declarant owns any such Residential or Garage Unit. No Garage Unit shall be used except for normal garage purposes and uses incidental thereto. No portion of the Common Areas and Facilities shall be used for any purpose adversely affecting the health, safety, welfare, convenience, comfort, recreation, or enjoyment of residents of Greenbrier Commons Condominium and their guests. No more than five (5) persons may initially use and occupy any two-bedroom Residential Unit; and no more than seven (7) persons may initially use and occupy any three-bedroom Residential Unit unless the Board of Trustees grants express written permission for an exception to such requirements. Each Residential or Garage Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property, except that carried on by Declarant, or in connection with the purchase, sale or lease of Residential or Garage Units or the operation, maintenance, repair, and replacement of the Common Areas and Facilities.

(c) No noxious, offensive, dangerous, or hazardous activity or nuisance of any kind or character shall be committed, suffered, or maintained on any part of the Condominium Property, either willfully or negligently, which may become an annoyance or nuisance to the other Owners or occupants.

(d) Nothing shall be done or kept in any Residential or Garage Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings, or contents thereof, without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his Residential or Garage Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of the law. No waste will be committed in the Common Areas and Facilities and there shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided.

(e) No structure of a temporary character, tent, shack, storage or accessory structure or building, outbuilding, boat, canoe, mobile home, camper, truck, trailer, clothing, laundry, clothes line, awning, antenna, or noxious, offensive, or unsightly article shall be erected, parked, stored, or hung at any time on the Common Area and Facilities, except within garages or as otherwise permitted or directed by the Unit Owners' Association.

(f) No motor vehicles shall be parked on the Common Areas and Facilities except in designated areas. Except for minor (in the opinion of the Unit Owners' Association) mechanical work performed within the Garage Units or garage portions of Residential Units, no mechanical work shall be performed on vehicles on any portion of the Condominium Property.

(g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Condominium Property except a reasonable number (as determined by the Unit Owners' Association) of dogs, cats, or other household pets which are commonly kept in homes, which do not annoy or disturb residents of the Condominium Property, and which are not being raised, bred, or kept for commercial purposes. No animal shall be permitted to run loose on the Common Areas and Facilities. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed by its Owner from the Condominium Property upon seven (7) days written notice from the Board of Trustees of the Association.

(h) No sign of any kind shall be displayed to public view on any part of the Condominium Property except street identification signs, directional signs, signs regulating the use of the Common Areas and Facilities, and one professional sign, not more than five square feet, for each Residential or Garage Unit advertising it for sale or lease. Notwithstanding the foregoing, Declarant may place additional signs on the Common Areas and Facilities or any Residential or Garage Unit owned by it during any period when Declarant is attempting to sell or rent the Residential or Garage Units presently existing, or any Residential or Garage Unit hereafter constructed on the Additional Land or Option Land. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Residential or Garage Unit or on the Condominium Property, for the purpose of facilitating the disposal of Residential and Garage Units by any Residential or Garage Unit Owner, mortgagee or the Association.