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**HILLTOP CONDOMINIUM  
SECTION - ONE**

**Declaration of  
Covenants, Conditions  
and  
Restrictions  
of Ownership**

JUN 15 '72

TRANSFERRED  
AL. OSWALD  
COUNTY AUDITOR

JOE O. FEGG  
RECORDER

JUN 15 11 21 AM '72

HORTON COUNTY CO., OHIO  
RECORDED  
Fol 43 00

**Condominiums by HUBER HOMES**



**72293010**

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THE HILLTOP  
CONDOMINIUM DECLARATION

General Plan

This Declaration is made for the purposes hereinafter set forth, as of the 30th day of May 1972, by HUBER HOMES, INC., an Ohio Corporation, (hereinafter called the "Declarant").

Whereas, the Declarant hold record title to certain real estate situated in the Township of Wayne, Montgomery County, Ohio, now described as:

Lot 11147, Herbert C. Huber Plat No. 51,  
Section One, as recorded in Plat Book 90,  
Page 7, of the Plat Records of Montgomery  
County, Ohio.

Whereas, Declarant desires to cause to be developed and constructed on the property a residential community without commercial facilities (hereby named and herein sometimes called "The Hilltop Condominium") designed for the purpose of obtaining for the owners and residents thereof the benefits of more effective and attractive land use, privacy and security, and freedom from the burdens of individual maintenance and repair of grounds and of exterior surfaces of the structures thereon.

Whereas, Hilltop Condominium, Section One, will be established by filing for record in the office of the Recorder of Montgomery County, Ohio a replat of the Property to be known and described of record thereafter as Charles H. Huber Condominium Plat No. 8, (herein referred to as the "Plat"), which property is hereby declared to be subject to all the covenants, conditions and restrictions contained herein.

Whereas, Hilltop Condominium, Section One, will consist of eleven residential buildings, ten containing seven individual single family, without basement, dwelling units, including an attached patio and outside storage cabinet, and one containing six individual single family without basement, dwelling units, including an attached patio and outside storage cabinet, with construction to be frame and brick veneer and concrete or wood floors and wood framing. The dwelling units shall be numbered 12000 through 12075 inclusive on the Plat with the approximate area, number of rooms and other data necessary for the proper identification of each dwelling unit to be as set forth on the Plat. Hereinafter such respective numbered individual dwelling units thereon are called "Residential Units", and the owners thereof are called "Residential Owners".

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Whereas, the remainder of the Property (other than Residential Units delineated and described on the Plat by Unit number) shall be common areas and facilities (herein called the "Commons") which together with all of the land shall be owned in percentages as set forth on the Plat as computed in ratio in the proportion that the fair value of the unit bears to the aggregate value of all of the units having an interest in the Commons. There are no limited or restricted common areas or facilities. Unit 112076 shall be a non-residential unit without interior walls as shown on the typical plans attached hereto as Exhibit "B" and conveyed to and owned and maintained by the Property Owners Association for maintenance and storage purposes after January 1, 1973.

Now, therefore, said Declarant, the fee owner of the real property described on Exhibit "A", hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the real estate described on Exhibit A or parts thereof, and improvements thereon, may be put, hereby specifying that these Declarations shall constitute covenants to run with the land and shall be binding on said Declarant, its successors and assigns, and all subsequent owners of all or any part of the real property and improvements subjected to these Declarations in accordance with its terms, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, all in accord with Chapter 5311 of the Ohio Revised Code.

#### ARTICLE I

##### Definitions

1.01. "Declarant" shall mean Ruler Homes, Inc., an Ohio Corporation, its successors and assigns.

1.02. "Property" shall mean all of the property described on Exhibit "A" attached hereto and by this reference made a part hereof.

1.03. "Condominium Property" shall mean such part of the Property as may from time to time be subject to these Declarations together with all improvements and appurtenances thereto.

1.04. "Association" shall mean and refer to Hilltop Condominium Property Owners Association, an Ohio not-for-profit corporation, its successors and assigns. (See Exhibit "C")

1.05. "Residential Unit" shall mean such of the Condominium Property as is individually and separately owned whether completed or to be built as described on Exhibit "B".

1.06. "Commons" shall mean all of the Condominium Property except that which is specifically defined and referred to as Residential Units.

1.07. "Residential Owner" shall mean and refer to the owner of a Unit.

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ARTICLE II

Establishment of Hilltop Condominium, Section One

2.01. Hilltop Condominium, Section One, will be established by filing for record in the Office of the Recorder of Montgomery County, Ohio, a condominium plat of the Property described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Hilltop Condominium, Section One").

2.02. The Condominium Plat shall delineate and show the precise location of each Residential Unit located within the bounds of such plat, with the Residential Units being consecutively numbered starting with Unit 12000 in Hilltop Condominium Section One.

2.03. Exhibit "B" of this declaration describes each Residential Unit thereon, as to type of construction, approximate area, number of rooms and other data necessary for the proper identification, graphically showing the Residential Units or some of them.

2.04. Each Residential Owner shall be the owner in fee simple of a Residential Unit together with an undivided percentage of ownership in all of the real property made subject to this Declaration. The condominium plat sets forth the percentage of ownership of each Residential Unit as to the Commons in the proportion that the fair value of the unit bears to the aggregate value of all of the units having an interest in the Commons. "Fair Value" shall be the base sale price received by the Declarant as to units sold and the advertised sale price of Residential Units still owned or to be constructed by the Declarant.

ARTICLE III

Property Rights

3.01. All of the property described and shown on the Plat shall be and is hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

3.02. The Commons shall be held and maintained for the use and benefit of the Owners and Residents of the Residential Units and their guests and invitees, and not for the use or benefit of the public generally. Control of the Commons and its facilities is herewith declared to be in the Property Owners Association established by the Declarant (Exhibit "C"). Every Owner shall have a right and easement of enjoyment in and to the Commons which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Commons;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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(c) The right of the Association to dedicate or grant by easement or right-of-way all or any part of the Commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Board of Managers agreeing to such dedication or transfer has been recorded.

(d) The right of individual Owners to the exclusive use of parking spaces as provided in this Article.

3.03. No trade or business shall be carried on and no signs shall be placed upon or about any Residential Unit or on the Commons (other than designations, in such styles and materials as the Association shall by regulations approve, of street addresses and names of Owners) except that Owners desiring to offer Residential Units for sale or rent shall have the right to place upon the Residential Unit concerned such "for sale" or "for rent" signs as the Association may approve.

3.04. Each Residential Unit is hereby declared to be subject to a reasonable easement and right to and in favor of the Association and its employees, agents, or instrumentalities to go upon such Residential Unit for reasonable repair thereof for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit as are herein imposed upon or permitted to the Association, expressly including, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, serving said Residential Unit and/or other Residential Units or the Commons.

3.05. There shall be and hereby are reserved, whether shown on the Plat or not, easements and rights-of-way for the benefit of governmental agencies, authorities or instrumentalities, and for the benefit of public utilities, and for the benefit of the Association and for the benefit of the Residential Units, on, under and through the Property for the ownership, use, operation, maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the Property may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or of the facilities.

3.06. Ownership of each unit shall entitle the owner or owners thereof to the use of at least one automobile parking space, which shall be as near and convenient to said unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association may permanently assign vehicle parking spaces for each dwelling, and limit the use of the parking areas for vehicles used daily for transportation purposes, establishing reasonable regulations with reference to other uses of said area.

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3.07. Each wall is built as a part of the original construction of the homes upon and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

3.08. The Property described and shown on the Plat and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article VII hereof.

#### ARTICLE IV

##### Property Owners Association

4.01. In order to carry out the intents and purposes hereof, a corporation (hereinafter called the "Association") has been formed under and pursuant to the General Not-For-Profit Corporation Act of Ohio. The Association and its Articles of Incorporation shall conform to the By-Laws recorded in the Office of the Recorder of Montgomery County, Ohio, as Exhibit "C" to these Declarations which are incorporated herewith and made a part hereof by reference. The name and address of the person to receive service of process for the Association shall be:

C. H. Huber  
5318 Pollard Way  
Dayton, Ohio 45424

4.02. The Owner or Owners of each Residential Unit shall be a member of the Association, and shall be entitled to cast upon all matters which the members shall be entitled to vote, one vote for each Residential Unit, regardless of the number of persons or entities who shall share in the title to or be beneficially interested in such Residential Unit; except that until 75% of the Residential Units have been sold by Declarant, or until January 1, 1973, whichever shall be the earlier, the Declarant shall be entitled to three votes for each Residential Unit owned by Declarant instead of one vote.

4.03. The provision of Section 4.02 hereof shall be mandatory and the transfer of membership shall be automatic upon transfer of title to a Unit. No owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

4.04. The Purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by the Association and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof. Such powers shall be exercised in accordance with the By-Laws.

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4.05. Except as expressly otherwise provided by the Articles of Incorporation or By-Laws of the Association or this Declaration, or as otherwise required by law, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board of Managers and its officers under the direction of said Board, and shall not be subject to any requirement of approval on the part of its members. The By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

4.06. The Association shall deal with the Commons, and such other assets as it may receive from time to time, in accordance with the provisions of this Declaration and of its Articles of Incorporation and By-Laws. The Corporate Charter of the Association shall provide that upon dissolution of the Association, which requires approval by the affirmative vote of members entitled to vote not less than 2/3 of the votes of each class of member, its assets shall be dedicated or distributed to an appropriate public agency or other non-profit organization to be devoted to uses and purposes corresponding as nearly as practicable to those set forth in this Declaration or in said Corporate Charter.

4.07. By reason of the nature of the planned community herein contemplated, any violation on the part of any Residential Owner of any of the terms and conditions of this Declaration to be kept, observed or performed by him or of any rules or regulations adopted by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore, the Association shall have, and is hereby granted, the right to prevent any such actual or threatened violation on the part of any Residential owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending for such period or periods not exceeding sixty (60) days as the Board of Managers of the Association may from time to time determine, the use by the offending person of any facility or service the privilege of which use has been abused.

4.08. The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available and in addition to each other. All the rights and remedies available to the Association may be exercised either concurrently or consecutively, or partly concurrently and partly consecutively, as the Association may from time to time elect, and as often as the Association may elect.

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ARTICLE V

Obligations of Residential Owners and the Association  
Regarding Assessments, Maintenance and Insurance

5.01. The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges which shall include by way of example items of maintenance and repair, contract services, and insurance premiums, and (2) Special Assessments other than annual items of replacement, repair and reserves in connection with new items to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each 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 the 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. The amount of such assessments shall be based on the percentage of ownership as set forth in Exhibit B, and shall be determined not less frequently than annually by the Board of Managers of the Association who shall notify the members thereof of the imposition thereof or of any change in the amount thereof, as the case may be, not less than 30 days before such action shall become effective and shall be paid monthly.

The assessment as to each unit (including those owned by Declarant) shall commence as of the 1st day of the second month after construction of such unit is certified complete by the Building Inspector of Montgomery County, Ohio or comparable governmental agency.

5.02. In addition to the special assessments authorized above, the Association may levy, in any assessment year, a special assessment for capital improvements provided that any such assessment shall have the assent of two-thirds (2/3) of the votes or members who are voting in person or by proxy at a meeting duly called for this purpose.

5.03. No Residential Owner may exempt himself from liability for the assessment imposed by this Article V by waiver of the use or enjoyment of any of the areas or facilities of the Commons or by the abandonment of his residential Unit or otherwise.

5.04. Notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any items of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner, such cost or expense shall not be borne by the Association but by such Residential Owner, and if paid out by the Association shall be paid or reimbursed to the Association by such Owner as a special assessment forthwith upon the Association's demand.

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5.05. Any sum due to be paid by any Residential Owner to the Association, as a regular or special assessment as provided in 5.01 of this Article V or a special capital improvement assessment as provided in 5.02 of this Article V or otherwise, which shall not be paid when due shall bear interest until paid at the rate of the maximum allowable by law, and if there be no maximum, then at the greater of a rate of eight per cent (8%) or the prime rate then being charged by national banks in Dayton, Ohio. If any such sum shall not be paid when due, the Association shall have the right upon not less than 15 days' notice to such Residential Owner, to collect such sum by suit at law and all other legal means and to add to such sum and collect to the extent and if allowable by law reasonable attorney's fees and all other expenses incurred by the Association in connection therewith.

5.06. The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration and to keep, observe and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the Residential Unit owned by such Residential Owner, subject only to the lien of a first mortgage as may be placed upon such Residential Unit.

5.07. The Association shall determine and carry out or cause to be performed all maintenance, improvements and repair of the Commons and all the private streets, foot paths, fences and landscaping, structures and facilities for the supply of water, gas, electricity, removal of sewage and other utilities and other improvements situated therein or appurtenant thereto, but in any event shall cause all said private streets and facilities to be and to be maintained and repaired. Without limitation of the foregoing, it is expressly stipulated and agreed that said private streets shall be kept free of snow and other obstructions so as to be open for the passage of fire, police and other emergency vehicles, personnel and equipment at all times, and that the Residential Owners shall be obligated and responsible therefor in any case in which the Association shall fail so to do.

5.08. The Association shall determine the need for and carry out or cause to be performed all maintenance of the exterior surfaces of the Residential Units (and roof repair and replacement but specifically not including glass surfaces) including without limitation painting and tuck pointing thereof at such intervals as shall be prudent. The Association shall also perform all maintenance, improvement and repair of the grounds and landscaping of the Residential Units situated without the exterior walls and garage doors thereof (excluding patio areas) to all intents and purposes as though said grounds were a part of the Commons.

5.09. The Association shall determine the need for and carry out or cause to be performed the maintenance, repair or replacement of all water, sewer, gas and electric lines incorporated in or forming a part of the Residential Units as originally constructed and serving more than one unit, not including however, the maintenance, repair or replacement of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances.

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5.10. The Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational and other facilities for the use and benefit of the Property and its inhabitants generally as shall be determined by its Board of Managers from time to time. The Association shall have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof as the Association shall from time to time deem appropriate.

5.11. In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner or owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible to the condition in which such property was immediately prior to such damage or destruction.

5.12. All repair, restoration or rebuilding pursuant to the provisions of this Article V shall be carried out under such supervision and direction as the Board of Managers of the Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the owner or owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with and abide by all instructions and directions of the Association in connection therewith.

5.13. In any case in which the owner or owners of the Residential Units concerned shall fail after 30 days notice to carry out and see to the repair, restoration or rebuilding of his Residential Unit or any part thereof as required by the provisions of this Article V, or shall request the Association to carry out and see to such repair, restoration or rebuilding, the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article V.

5.14. The Association shall maintain in force at all times insurance covering the Residential Units consisting of, or providing all the protection afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief to the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. Any such insurance shall be purchased on the condition that such company will issue separate Certificates of Insurance to mortgagees of individual units and shall provide for notice to mortgagees prior to cancellation. The Association shall also maintain in force such insurance protecting the Association from loss, damage, expense or liability resulting directly or indirectly from any act or omission of any Residential Owner or any employer, agent, representative, guest or invitee of such Residential Owner as the Association shall by rule or regulation require from time to time; provided, however, that no such rule or regulation shall require the obtaining of any insurance of any type not then issued by responsible insurance companies authorized to do business in the State of Ohio.

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5.15. All insurance required to be maintained by the Association shall be issued by companies and through agencies selected by the Association and shall provide that all proceeds becoming payable shall be paid to the Association as Trustee for the benefit of all owners and mortgagees as their interests appear and shall be applied to rebuilding as required by this Article V. In the event the Association fails to purchase and pay for any insurance required to be maintained herein, any mortgagee may advance such premium, and any sum so paid shall be due and payable immediately upon notice given, with such sums being chargeable as a Special Assessment under Section 5.01.

5.16. The Association and its officers, managers, employees, agents and representatives shall have no liability to any Residential Owner for damage to or loss of either the Residential Unit of such Owner or any personal property of said Owner. Each insurer of any said Owner's interest in said Residential Unit or personal property shall be bound by the provisions of this Section 5.16 and shall, to the extent that such practice is normal and customary in the insurance industry, by appropriate provision in each policy of insurance concerned, waive all its rights of subrogation against the Association and its officers, managers, employees, agents and representatives.

5.17. In any case in which insurance proceeds shall not be paid or payable on account of any damage to or destruction of any Residential Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article V required to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne and paid for by the Association, and shall become chargeable as a Special Assessment under Section 5.04, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission.

5.18. Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article V shall be limited to the repair, restoration and rebuilding of any loss, damage or destruction to or of the Common and to or of so much of the Residential Units as constitutes structure or improvement upon the real estate, and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owners or others which, although situated in or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

5.19. The Association is required to obtain and maintain additional insurance to the full insurable value thereof with respect to damage to or destruction to that portion of the Common that is connected to the Residential Units, and may, but shall not be required to insure any other tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, from any cause, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Managers shall from time to time deem prudent.

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ARTICLE VI

Mortgages

6.01. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

6.02. For all the purposes of this Declaration, the term "mortgage" shall mean and include mortgages, trust deeds, and all other documents in the nature of mortgages.

ARTICLE VII

Amendments and Miscellaneous Additional Rules

7.01. The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Managers and approved by the affirmative vote of any proportion of its members herein stipulated but in no event less than those Unit Owners exercising not less than seventy-five per cent (75%) of the voting power, subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation, nor shall such action change the percentage of ownership in the Commons by any Residential Unit.

7.02. Any action taken pursuant to 7.01 of this Article VII shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the Office of the Recorder of Montgomery County, Ohio.

7.03. The Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the Property, including either or both the Commons and the Residential Units, or any part thereof, at any time and from time to time by action recommended by its Board of Managers, subject only to the limitations that any such action bearing upon Residential Units shall be applied uniformly to all the Residential Units, and that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation or any provision of this Declaration of the Articles of Incorporation of the Association. The failure of the Association to seek redress for any violation, or to enforce any term or provisions of this Declaration or of any rule or regulation issued hereunder or pursuant hereto shall never be deemed a waiver of any such right of redress or enforcement, either as to any

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subsequent violation of a similar or other nature or as to any further continuation of any violation.

7.04. If the effect of taking through condemnation of any part of the Property by any governmental authority having power so to do shall be to isolate any part of the Property from the remainder of the Property, and if no dwelling units shall then have been constructed or be upon any of the Residential Units situated within the portion of the Property so isolated; then all the Residential Units lying wholly or partly within the portion of the Property so isolated and all of the Commons lying within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For all the purposes of this Article VII, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

7.05. NOTICFS -- Any notice to be given hereunder shall be deemed conclusively to have been given to the following recipients in the following manners respectively: (a) In the case of a Residential Owner, if delivered personally to him, or to a member of his household of the age of more than 16 years, or when placed in the United States mail, first class and registered or certified, postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association (or of the Declarant prior to the organization of the Association); (b) In the case of the Declarant, upon delivery to the Declarant at its usual place of business, provided that no notice shall be binding upon the Declarant until actually received by it; (c) In the case of the Association, upon delivery to its president, its secretary, or its statutory agent in person or when placed in the United States mail, first class and registered or certified, postage fully prepaid, addressed to the Association in care of its then Statutory Agent.

7.06. If any term, provision, covenant, easement, agreement or condition contained in this Declaration, or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule or regulation had never been.

7.07. The divisions of this Declaration into Articles, and the Articles and Section numbers and headings, are for convenience only, and the validity and enforceability of any portion of this Declaration shall never be effected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereto.

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IN WITNESS WHEREOF, this Declaration has been executed by HUBER HOMES, INC., by F. Darrell Casto, its Vice President and by Richard H. Packard, its Secretary, this 14th day of June, 1972.

In the presence of:

Bernard H. [Signature]  
Robert H. [Signature]

HUBER HOMES, INC.

By F. Darrell Casto  
its Vice President  
By Richard H. Packard  
its Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this 14th day of June, 1972, before me, the subscriber, a Notary Public in and for said County and State, personally came the aforementioned Huber Homes, Inc., by F. Darrell Casto, its Vice President and Richard H. Packard, its Secretary who acknowledged the signing of this instrument to be their voluntary act and deed and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of June, 1972.

[Signature]  
Notary Public  
HARRY G. EBELING, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration date.  
Section 1-7.03 R. C.

THIS INSTRUMENT PREPARED BY:  
Richard F. Packard  
and Harry G. Ebeling  
Attorneys at Law  
Dayton, Ohio

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