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MONTGOMERY CO., OHIO  
RECORDED

DECLARATION OF CONDOMINIUM OWNERSHIP


FOR

PINEHURST CONDOMINIUM

\* \* \* \* \*

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

Date: JUL 1 1980

By   
COUNTY AUDITOR

This Instrument Prepared By:

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FOR CONDOMINIUM MAP SEE  
PLAT BOOK 110  
PAGE 45

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

PINEHURST CONDOMINIUM

This is the Declaration of Pinehurst Condominium made on or as of the 27 day of JUNE, 1980, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. John G. Black Enterprises, Inc., formerly known as Oak Creek South, Inc., an Ohio corporation, hereinafter referred to as "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to Condominium Ownership under the provisions of the Condominium Act.

C. Declarant desires and intends that all future owners, mortgagees, or occupants of the condominium property, or any part thereof, shall hold and enjoy their interests therein subject to the easements, privileges, rights, restrictions and obligations hereinafter set forth in this Declaration and in the By-Laws of the Condominium Owners Association which are an Exhibit hereto and a part hereof.

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

ARTICLE I - NAME

The name by which the Condominium shall be known is "Pinehurst Condominium".

ARTICLE II - DEFINITIONS

The terms used in this document shall have the following meanings, unless the context requires otherwise:

A. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Pinehurst Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

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B. "Association" shall mean and refer to the organization of all of the Unit Owners in this condominium development and shall be deemed to be an Ohio corporation not for profit known as Pinehurst Condominium Owner's Association and its successors and assigns. Such Association to be created pursuant to the Condominium Act with such powers and responsibilities as are contained in the Condominium Instruments.

C. "Board" and "Board of Trustees" mean those persons, who, as a group, serve as the Board of Trustees of the Association and are also one and the same as the Board of Managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

D. "By-Laws" mean the By-Laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Condominium Law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

E. "Common Areas and Facilities" shall mean all the Condominium Property referred to and included in Exhibit "A", and improvements thereon, as reflected on the plot plan attached hereto as Exhibit "B", except that which is specifically defined, delineated, and described as a unit.

F. "Condominium" and "Pinehurst Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

G. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operations of the condominium and is presently Chapter 5311 of the Revised Code of Ohio.

H. "Condominium Instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit." Individual contracts for the sales of Units, and attachments thereto, are Condominium Instruments.

I. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

J. "Declarant" means John G. Black Enterprises, Inc., formerly known as Oak Creek South, Inc., an Ohio corporation, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Documents and the Articles shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

K. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

L. "Drawings" means the drawings depicting land, buildings and improvements, prepared and filed pursuant to the provisions of the Condominium Act, and as may be lawfully amended from time to time.

M. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved by this Declaration or by the Board to the lawful occupants of the Unit or Units served.

N. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

O. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

P. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Managers of the Association, as defined in the Condominium Act.

Q. "Unit" shall mean a part of the Condominium Property consisting of one or more rooms on one or more floors or buildings which are designated a Unit by this Declaration as more fully described in Article VI, or amendment thereto, and are delineated by the drawings in Exhibit "C", as attached hereto, and such as may be attached to Amendments of this Declaration.

R. "Unit Owner" shall mean the person or persons owning the fee simple estate in a Unit together with an undivided interest in the Common Areas and Facilities.

#### ARTICLE III - PURPOSES

This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use for single family residential living; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

#### ARTICLE IV - THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the Township of Washington, Montgomery County, Ohio, is attached hereto, labeled Exhibit "A" and made a part hereof by reference.

#### ARTICLE V - BUILDING DESCRIPTIONS

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

There are four (4) multi-unit buildings containing in all twenty (20) residential Units and garages. Such buildings are ranch style and one (1) story. Buildings No. 1, 2, 3 and 4 each have five (5) Units. Each unit in all buildings has its own garage which is an integral part of the respective building.

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

ARTICLE VI - UNITS AND UNIT OWNERS ASSOCIATION

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

1. The decorated surfaces, including paint, lacquer, varnish, wall paper, tile, and any other finishing materials applied to the interior surface of such perimeter walls, floors, and ceilings;
2. All windows, screens and doors, including the frames, sashes, and jams and the space occupied thereby;
3. All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building or from the point of disconnection of utility pipes, lines, or systems serving the entire building, or more than one (1) unit thereof, whichever may be applicable;
4. All grills, dustcovers, control knobs, switches, thermostats, base plugs, floor plugs, and connections affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures therein;
5. All interior walls, floors, and ceilings;
6. All plumbing, electrical, heating, cooling, and other utility service lines, pipes, wires, ducts, or conduits, which exclusively service either the Unit or the fixtures located therein, and which are located within the bounds of the Unit; but excepting therefrom all of the following items located within the bounds of the Unit as defined above:
  - a. Structural and component parts of all interior walls, floors, and ceilings which support the building;
  - b. All plumbing, electrical, heating, cooling, and other utility or service fixtures, pipes, lines, wires, ducts, vents, chimneys, or conduits

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which are located within the bounds of the Unit but which do not exclusively service such Unit.

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

B. Unit Designation.

Each of the Pinehurst Condominium Units is designated by numbers on the drawings where that Unit is located.

Information concerning the Units, with a listing of proper Unit designation, is shown on the attached Exhibit "D". The location and designation of each Unit is also shown on the plot plan attached hereto as Exhibit "B".

C. Unit Uses and Specific Restrictions.

1. Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing:

a. An Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions;

b. It shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sale models and offices; and

c. One or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

2. Rental. Unit Owners shall have the right to lease their respective Units, provided such lease arrangements are made for a term of no less than one (1) year and made subject to the covenants and restrictions in this Declaration, the By-Laws and rules of the Condominium Association. All such lease agreements must be submitted to the Condominium Association. Any and all occupants of such units under such lease arrangements shall be subject to all regulations and rules as though the Occupant were the Unit Owner. It is the obligation of the Unit Owner to inform the lessee of said Unit as to the restrictions of use set forth in these Declarations, By-Laws, and rules and regulations of the Association. No terms or conditions contained herein shall release or relieve the Unit Owner from any duties, responsibilities, or obligations of such Unit Owner because of the occupancy of his Unit by a third party.

3. Conveyance. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable

the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner other than Declarant, who wishes to sell his Unit ownership, agrees to give to the Association not less than thirty (30) days' prior written notice of the terms of a contemplated sale, together with the name and address of the proposed purchaser.

4. Additional Restrictions. The enumeration of the restrictions above is not intended to limit the applicability of any other restriction which may pertain to a Unit and which is contained within these Declarations, or By-Laws insofar as such may pertain to any particular Unit.

D. Maintenance and Repairs.

1. Individual Responsibility. The responsibility of each Unit Owner shall be as follows:

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

b. To maintain, repair and replace the air conditioning pad, compressor and lines, conduit and accessories to said air conditioner which are designated as Limited Common Areas and Facilities for the exclusive use of such Unit Owner.

c. To maintain, repair and replace the entrance ways, stoops, and patios and other Limited Areas for the express use of Units which are designated as Limited Common Areas and Facilities for the exclusive use of such Unit.

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

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

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

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

h. Not to make any alterations in the portions of the Unit or the building which are to be maintained

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by the Association or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Managers of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Board of Managers of the Association and of the owner or owners for whose benefit such easement exists.

i. To use all Common Areas and Facilities in a manner as will not restrict, interfere, or impede the use thereof by the other Unit Owners, and to operate in a manner consistent with the rules and regulations from time to time promulgated by the Association.

2. Neglect. In the event a Unit Owner shall fail to make any such repair or perform such maintenance as is required herein, or in the event the need for maintenance or repair of any part of the Common Areas or limited Common Areas is caused by the negligence or intentional act of any Unit Owner or Occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. Determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

E. Unit Owners Association.

1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' Association of the Condominium. The Declarant is presently the sole member of the Association.

2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit.

4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be five Trustees.



The Unit Owners other than the Declarant shall elect forty percent (two) of the Trustees at such meeting and the Declarant shall designate the other sixty percent (three) of the Trustees, which five Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this paragraph, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created.

Within thirty days after the earlier of (a) five (5) years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit Owners, including the Declarant, shall elect five Trustees to replace all of those Trustees earlier elected or designated by the Unit Owners or Declarant, respectively, and elect new officers of the Association. The terms of the five Trustees shall be one year so that the Trustees will be elected at each annual meeting of the Association.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Instruments, or the Condominium act, that are not specifically reserved to Unit Owners.

6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable

by the Association, without cause and without penalty, on ninety (90) days written notice.

7. By-Laws. In addition to the provisions set out in this Declaration the administration of the Condominium Property shall be in accordance with the By-Laws of the Association which are attached hereto as Exhibit "E".

ARTICLE VII - COMMON AND LIMITED COMMON AREAS

A. Description.

1. Common Areas. The entire balance of the land and improvements thereon, including, but not limited to all buildings, foundations, roofs, main and supporting walls, slate patio areas, decking, pumps, trees, lawns, gardens, shrubbery, pavement, fences, walks, walk lights, driveways, stoops, wires, conduits, utility lines, and ducts now or hereinafter situated on the Condominium Property, and in general, all parts of the Condominium Property situated outside the boundary and hereinbefore defined of the individual units are hereby declared to be established as the Common Areas and Facilities. In addition, the Common Areas shall include, in the future, the additional land and facilities thereon described in Exhibit "G" attached hereto, including two (2) tennis courts, one (1) swimming pool area, and community building to be constructed on such land at such time as the additional land is subjected to the within Declaration.

2. Limited Common Areas. The following included within the Common Areas and Facilities and appurtenant to a Unit, are deemed Limited Common Areas and Facilities designated as reserved for the exclusive use of the appurtenant unit or units;

a. The areas marked as patio areas on the drawings attached hereto as Exhibit "C" are designated as Limited Common Areas and Facilities for the unit adjoining such patio area.

b. The entrance ways and stoops are designated as Limited Common Areas and Facilities for the unit adjoining such entrance way and stoop.

c. The driveways leading to the garages are designated as Limited Common Areas and Facilities for the unit to which the driveway leads.

d. The air conditioning pad, compressor, duct, and conduits thereto are designated as Limited Common Areas and Facilities for the unit being serviced by such air conditioning equipment.

B. Ownership. The undivided interest in the Common Areas of each unit is shown on the attached Exhibit "F", and in each case is based on the proportion that the fair market value of the Unit bears to the aggregate fair market value of all Units on the date the Declaration is filed for record.

The Common Areas shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

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If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit of each type added shall be the same as each other Unit of that type, and so that the undivided interest of a Unit of one type to one of another type is in the same ratio as those interests are with respect to the Units initially a part of the Condominium.

C. Use.

1. Common Areas and Facilities. Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other owners, and except as otherwise limited in this Declaration and in the By-Laws attached hereto as Exhibit "E", shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidences as permitted by this Declaration and the By-Laws including the non-exclusive easement together with other Unit Owners to the use and enjoyment of the Common Areas and Facilities and for the ingress and egress to and from the respective units, which rights shall be appurtenant to and shall run with his Unit. The extent of such ownership in the Common Areas and Facilities is hereby deemed and expressed by the percentage amount which shall remain constant and shall not be changed except by an amendment to this Declaration pursuant to the provisions of ARTICLE XX.

2. Limited Common Areas. Subject to the restrictions set forth in Article IX of this Declaration, each Unit Owner may use that Limited Common Area adjacent to such Unit which is so designed to serve for their guests solely as a recreation, entertainment, outdoor cooking, eating, garden and planting areas and for those purposes permitted herein. The driveway areas hereinbefore described as a portion of the Limited Common Area shall be used solely for the purpose of the ingress and egress of the Owner and Occupant of the Unit which it is designed to serve or for their guests. However, at no time shall the Unit Owner or Occupant permit the garage door to remain open for an extended period of time or shall the Owner and Occupant of the Unit park any vehicle in front of the garage unit or on the apron adjacent to the garage unit for any period of time in such manner as to impede the ingress and egress of other Unit Owners with the specific exception of unloading of such vehicle.

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

D. Maintenance and Repair.

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1. Association Responsibility. The Association shall maintain and repair the Common Areas, and those limited Common Areas other than as set out in Article VI, Para. D, Section 1(b) and (c), including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Areas.

2. Neglect. In the event that the need for maintenance of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or Occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual assessment, as hereinafter defined, on the unit owned by such Unit Owner. The determination that such maintenance has been so caused, shall be made by the Board.

#### ARTICLE IX - GENERAL RESTRICTIONS

A. Animals. No animals, reptiles, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any unit or in the Common Areas and Facilities, except household pets such as dogs and cats, and a Unit Owner or Occupant may keep one dog or one cat or one other household pet in a Unit, subject to the Rules and Regulations adopted by the Board of Managers of the Association provided that they are not kept, bred, or maintained for any commercial purpose; provided that any household pet on the Condominium Property outside a Unit shall be restrained by the Owner by the use of a leash, a cage or other device for such purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers of the Association.

B. Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with; provided that submission will be by certified mail and further provided that proof of submission will require a certified mail card with the signature of a Board member on it.

C. Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage

channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

D. Commercial Activity. No commercial activity other than that carried on by the Declarant in the buying, selling or leasing of units and operating, maintaining and repairing and replacing the Common Areas and Facilities shall be conducted in or upon any part of the Condominium Property. There shall be no commodities or services sold or dispensed upon an individual Unit or from the Common Areas and Facilities. No mechanical or electrical equipment is to be used except as such permissible for and customarily found in a purely domestic residence for the family residing therein.

E. Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

F. Nuisance. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

G. Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

H. Signs. No sign of any kind shall be displayed to the public view on any part of the Condominium Property or through the window of a Condominium Unit except street name signs, directional signs, and signs regulating the use of Common Areas and Facilities. Specifically prohibited are signs advertising condominium units for sale, rent or lease, provided, however, that Declarant shall be entitled to display such signs, and further, Unit Owners may be permitted to display such signs subject to such regulations as to size and location of sign as shall be promulgated by the Board.

I. Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvements.

J. Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats, and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate. There shall be no obstruction of the Common Areas and Facilities nor storage of any boats, canoes, campers or other recreational vehicles, trucks, trailers, pickup trucks on the Common Areas.

K. Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning,

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canopy, shutter or television or citizens' band or other radio antenna or transmitter, lighting, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. Further there shall be no obstruction of the Common Areas by bicycles, wagons, toys, baby carriages, playpens, benches, chairs, clothes, laundry, clotheslines, awnings, antenna or any unsightly articles except as may be provided by Rules and Regulations adopted by the Board.

L. Waste. Trash, garbage, or other waste shall not be dumped, deposited or permitted to remain on the Common Areas and Facilities except in covered sanitary containers placed in the appropriate place for pickup next to the driveway on the particular days set aside for refuse collection by refuse haulers. No open fire shall be permitted in the Common Areas and Facilities excepting in cooking grills.

M. Disputes and Remedy. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

#### ARTICLE X - GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

The following easements and grants herein are to be easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, any owner, purchaser, mortgagee and other person having an interest in said land, unit or any part or portion thereof. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration and any deed or conveyance or in a mortgage or other evidence of ownership or obligation, shall not defeat or fail to reserve said right of easement but shall be deemed conveyed or encumbered along with the Unit. Provided, however, that the easements and grants provided herein shall in no way affect any other recorded grant or easement.

A. Easement of Access and Enjoyment. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the

Common Areas and to ingress and egress to the members of that Unit Owner's family and to occupants. Any roadway or private drive shown on the drawings recorded with this Declaration shall be for the general public that has a need to use the roadway or private street as a means of access to his property and a valid easement shall exist for the benefit of those having a need for such access, government agencies and authorities to provide police and fire protection and other services to the Condominium Property. Any public agency exercising a right as last set out shall have the duty to restore the areas and facilities used to a condition as good or better as existing prior to the use of said easement.

B. Right of Entry for Repair. The Association shall have the right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration, and/or servicing of any items, things or areas of or in the Condominium Property. Any damage resulting to a particular unit as a result of the Association's maintenance or operation shall be repaired by the Association, the cost of which shall be a common expense to all of the Unit Owners.

C. Easement for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist. Provided, however, that no valid easement for any encroachment shall be created in favor of the owner of any Unit or in favor of the Common Areas and facilities if such encroachment is caused by the wilfull conduct of said owner.

D. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

E. Easement for Utilities. The Association may hereafter grant easements on behalf of the Unit Owners to entities for utility purposes for the benefit of the Condominium Property. Each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for, and in the name of, such Unit Owner, such instruments as may be necessary to effectuate the foregoing, including, but not limited to, water, sewer, gas, telephone, electrical, master television and cable television. Companies providing utilities shall be permitted to construct and maintain necessary related equipment so long as it does not unreasonably interfere with use and enjoyment of the Condominium Property.

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F. Easement for Public Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

G. Easement Reserved to Declarant. A non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future Owners and Occupants of the area into which the Condominium may be expanded ("the additional property"), hereinafter described, for pedestrian and vehicular access over the Condominium Property described in Exhibit "A", for ingress and egress to and from the additional property, and each part thereof, and to a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the additional property to service the same, until such time as control of the Condominium Property is assumed by the Association.

H. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge, and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, the Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

#### ARTICLE XI - ASSESSMENTS AND ASSESSMENT LIENS

A. Purpose and Obligation. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and Occupants in the best interest of the Condominium Property and Declarant, for each unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a unit, (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Association the assessments provided in these provisions. These assessments shall be paid on a monthly basis by the owner of each unit and no owner of a unit may exempt himself from liability for his contribution toward common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

##### 1. Operating Assessments.

a. At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, which fiscal years shall coincide with the calendar year, the Board shall estimate, and prorate among the Units on the basis of the percentage interest of each unit in the Common Areas, common expenses of the Association consisting of the following:



- (1) the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
  - (2) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
  - (3) the estimated next fiscal year's costs for utility services not separately metered;
  - (4) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
  - (5) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
  - (6) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.
- b. The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.
- c. The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.
- d. If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth. The maximum monthly assessment for each unit may be increased by the Association at any time, and from time to time, in the calendar year. The increased amount will be based upon a percent increase to be determined by the Association and will be applied to the existing monthly assessment. Any increase by the Association as authorized herein shall become effective on the first day of the next calendar month.

e. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

2. Special Assessments for Capital Improvements.

In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of Unit Owners exercising no less than seventyfive percent (75%) of the voting power of Unit Owners.

Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

3. Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost of insurance premiums separately billed to a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in the Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

B. Effective Date. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

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C. Remedies of Association for Non-Payment.

1. If any assessment or any installment of any assessment is not paid within 10 days after the same has become due, a late charge of \$5.00 or 10% of the assessment due, whichever is greater, will be charged. The amount of such late charge may be altered by the Board in the future.

2. Option to Accelerate. If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of eight per cent (8%) per annum.

3. Lien. The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof and the Owner's percentage of interest in the Common Areas and Facilities for the payment of all or any portion of the unpaid balance of an assessment chargeable against such unit which remains unpaid for ten (10) days after the same has become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Montgomery County, Ohio, pursuant to authorization given by the Board of Managers of the Association. The certificate shall contain a description of the unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments.

a. Duration. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, 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 the lien.

b. Priority. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessment or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

4. Actions. The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessments, to the extent permitted by Ohio law.

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

E. Effect of Conveyance.

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

2. Involuntary Conveyance. Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the unit as a result of a foreclosure of any lien or a deed in lieu of the foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses of other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses of assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, his successors or assigns.

ARTICLE XII - UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. The Association shall be responsible for all water and sewer charges levied by any governmental authority of Montgomery County, Ohio, for water and sewer services provided for all of the Units constituting the Condominium and for this purpose each building in the Condominium shall have only one meter for measuring such charges for water and sewer services and the same shall be billed to the Association and paid by the Association as a common expense of the Condominium. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use as shall be determined by the Board by such owner of any utility service having been charged as a common expense.

ARTICLE XIII - INSURANCE

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

1. Fire and Extended Coverage. The Condominium Property shall be insured against fire and other hazards covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs, as determined annually by the Board of Managers of the Association, but in no event no amount less than 100% of the replacement value of all of the buildings and structures of the Condominium Property and not to exceed 100% co-insurance provisions of the policy of insurance. Such coverage shall also include interior walls within Unit, and the pipes and wires, conduits and ducts contained therein and further, include all fixtures, equipment, and trim without a unit which were furnished with the unit as standard items. In no event, however, shall such insurance cover furniture, furnishings, or other personal property supplied or installed or owned by Unit Owners.

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

b. If the required insurance coverage required under paragraph 1 herein ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by advancing premiums to keep the insurance in effect or obtain new insurance policies in place thereof.



The funds so advanced shall be deemed to have been loaned to the Association and shall bear interest at the per annum rate of eight percent (8%) and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by special assessment against all Unit Owners until paid, without any necessity of any vote of Unit Owners or the approval of the Association to establish the special assessment.

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

d. Proceeds of any insurance policies owned by the Association shall be paid to an Insurance Trustee selected by the Association and shall be held in a separate account and in trust for the purposes of repair or reconstruction as provided herein for the benefit of the Unit Owners and their mortgagees as their interests may appear; provided, however, that this Trustee's provision shall not take effect until the earlier of 5 years from the date of the establishment of the Unit Owners Association or 30 days after the sale and conveyance of Condominium Ownership interests to which appertain seventy-five percent of the undivided interest in the Common Areas; and in no event shall this Trustee's provision be in effect for claims of less than \$1,000.00.

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

2. Liability Insurance. The Association, as a common expense, shall insure itself, the Board of Managers, all Unit Owners and members of their respective families, and other persons residing with them in the Condominium Property, their tenants and all persons lawfully in possession or control of any part of the Condominium Property

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against liability for bodily injury, disease, illness, or death, and for injury to or destruction of property occurring upon, in, or about or arising from the Common Areas and Facilities, such insurance to afford protection on a limit of not less than \$300,000 with respect to bodily injury, disease, illness or death suffered by any one person and to the limit of not less than \$1,000,000 in respect to any one occurrence and to the limit of not less than \$1,000,000 with respect to damage to or destruction of property arising out of any one accident.

a. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities pertaining thereto.

b. It shall be each Unit Owner's responsibility to obtain insurance coverage at his own expense upon his Unit for his personal liability for occurrences within his Unit or upon Limited Common Areas pertaining thereto and also for the alternative living expenses in the event of fire and other damage or destruction.

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

B. Sufficiency.

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

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

ARTICLE XIV - DAMAGE AND RECONSTRUCTION: REHABILITATION AND RENEWAL

A. Damage and Reconstruction. Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the costs to replace the damaged property and in condition as good as that prior to the casualty. Such costs may include professional fees, adjustment company fees, and premiums for such bonds as the Board of Managers deems necessary.

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

1. That the sum then requested either has been paid by the Association or is justly due to the contractor, sub-contractors, materialmen, architects, and other persons who have rendered services, labor, and furnished materials in connection with the work, giving a brief description of the services and material furnished, and that the sum requested does not exceed the value of such services and materials described in the certificate,



2. That, except for the amount stated in such certificates to be due, as aforesaid, and for work subsequently performed, there is not outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of the vendors, mechanics, materialmen, or similar liens arising from such work, and

3. That the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of the certificate does not exceed the amount of construction fund remaining in the hands of the Insurance Trustee after the payment of the sums so requested, and

4. That such work performed is in compliance with and consistent with the terms of decor and architectural structure for the Condominium Property. It shall be presumed that the first moneys disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

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

Each Unit Owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under the insurance policies referred to in Sections 1 and 2 of Article XIII, Para. A of this Declaration.

Provided, however, that in the event of substantial damage to, or destruction of the Condominium Property, the Unit Owners, by the affirmative vote of those entitled to exercise not less than 75% of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all Condominium Property shall be subject to an action for sale as upon petition as the suit of any Unit Owners. In the event of any such sale, or a sale of the Condominium Property, after such election by agreement of all Unit Owners, net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner is entitled to receive any portion of his share of such proceeds until all liens and encumbrances of his Unit have been paid, released or discharged.

B. Rehabilitation and Renewal. The Association may, by the affirmative vote of Unit Owners, entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such

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

#### ARTICLE XV - CONDEMNATION

In the event any Unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or settlement. Each Unit Owner shall give the holder of a first mortgage on that owner's unit timely written notice of such proceeding or proposed acquisition.

#### ARTICLE XVI - REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Montgomery County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association who shall certify therein, under oath, that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released, or discharged, and shall also be signed by all of the Unit Owners, each of whom shall certify therein, under oath, that all such liens and encumbrances on his unit or units have been paid, released or discharged.

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ARTICLE XVII - NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation) shall be entitled to timely written notice by the Association of:

1. any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit or (c) the purposes to which any Unit or the Common Areas are restricted;
2. any proposed termination of the Condominium as a condominium regime;
3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
4. any significant damage or destruction to the Common Areas;
5. any decision by the Association not to restore substantial damage or destruction;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct new capital improvements not replacing existing improvements;
8. times and places of Unit Owners' meetings; and
9. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

ARTICLE XVIII - EXPANSIONS

A. Reservation of Option; Limitations. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this declaration, and except as otherwise so expressly limited, has the sole right, power and authority to expand the Condominium Property. No Unit Owners' consent is required to enable the Declarant to expand the Condominium Property. Neither all nor any portion of the additional property must be added to the Condominium Property, nor, if any of the additional property is added, shall it be required that a particular portion of the additional property must be added, provided that portions added meet all other requirements set forth in this Article. Except as expressly provided in this Article, there are no limitations on the portions of the additional property that must be added to the Condominium Property. Further, there are no established

or defined limitations as to the location of any improvements that may be made on any portion of the additional property which may be added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

1. Limitation - notwithstanding the reservations set out above Declarant agrees that the property described in Exhibit "G" must be added to this condominium and further Declarant covenants and agrees to include in such additional property a swimming pool, two (2) tennis courts, and a community building as part of the Common Areas and Facilities no later than two (2) years from the date this Declaration is filed for record.

B. Legal Description. A legal description, by metes and bounds, of all additional property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium act as part of this condominium, is attached hereto and marked Exhibit "H", and referred to herein as "the additional property".

C. Maximum Number of Units. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is one hundred forty-four (144), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property there is no limit as to the maximum number of units per acre that may be created on any portion of the additional property added to the Condominium Property other than as may, from time to time, be imposed by law.

D. Types of Units. All Units that are created on all or any portion of the additional property and added to the Condominium Property shall be substantially identical to and of the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units.

E. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the additional property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

F. Compatibility of Structures. All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances

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in set-backs or locations of structures in relation to other improvements.

G. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property.

H. Improvements other than Structures. If all or a portion of the additional property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that additional property. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

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

J. Time for Expansion. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven year period. There are no other circumstances that will terminate that option prior to the expiration of that seven year period. Portions of the additional property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

K. Procedure. All or any portion of the additional property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the additional property and improvements thereon added required by the Condominium act. No Unit Owner's consent is required for such amendment.

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L. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the additional property to the Condominium Property:

1. the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;
2. the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and
3. the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and
4. in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

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

1. Irrevocably appoints Declarant, acting through its duly authorized officers, as his attorney-in-fact, to amend this Declaration by adding to the Condominium Property the additional land hereinbefore described as Exhibits "G" and "H" which are made a part hereof and also by adding additional units upon such additional land and to determine and address the percentage of interest in the common areas and facilities appurtenant to such unit to the percentage which is the proportion that the fair value of such unit bears to the value of all units as of the date of such amendment, the power granted hereby coupled with an interest.
2. Waives the right to contest the validity or legality of any amendment to this Declaration made in accordance with the terms of the within Declaration which shall increase the number of units and the size of the common areas and facilities and adjust and reallocate the percentage of undivided interest of the owner or owners of each unit, in such common areas and facilities as set forth in such amendment.
3. Agrees that this Declaration and each amendment hereof shall be deemed to be in all respects in compliance with Section 5311.04(c) and Section 5311.05 of the Ohio Revised Code and for purposes of this Declaration and Section 5311.04(c) any changes in the respective percentage of interest

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of unit owners in the common areas and facilities as set forth in any amendment of this Declaration shall be deemed to be made by the agreement of all unit owners.

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

#### ARTICLE XIX - GENERAL PROVISIONS

A. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

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

If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or of the By-Laws of the Association attached hereto as Exhibit "E", or the reasonable regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any

thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting Owner for either a decree of mandatory injunction against the Owner or Occupant; or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. The decision by the Board of Managers to proceed with an involuntary sale as hereinabove described shall be a unanimous one concurred in by all members of the Board of Managers in writing and made a permanent part of the records of the Association.

C. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

D. Liability of Declarant. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any action performed pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit "E" or in Declarant's capacity as developer, contractor, owner, manager, or seller of the Condominium Property, whether or not such claim 1) shall be asserted by any Unit Owner, Occupant, the Association, or any person or entity claiming through any of them; or 2) shall be on account of injury to person or damage to or loss of

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property wherever located and however caused; or 3) shall arise from or out of a contract or, except in the case of gross negligence, from or out of a tort, misconduct or misfeasance, except as provided in the warranty provisions set out below.

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

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

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

H. Condominium Instruments. The Condominium Act requires certain provisions and information to be provided in the "Condominium Instruments". Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference. Additionally, various items of this information are set forth in the following sections of this Article:

1. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000 or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

2. Association Control. Except in its capacity as Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association

and the Common Areas as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit Owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the By-Laws.

3. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

a. Units. Except as provided in subparagraph c below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arises within a period of one year from the date the deed to the buyers for that Unit is filed for record.

b. Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.

c. Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, furnace, garage door opener, air conditioner, compressor, and other similar appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

d. Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

e. Limitations.

i. No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

ii. No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

iii. Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

iv. These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

v. Any request for service must be sent in writing to the Declarant at P.O. Box 334, Centerville, Ohio 45459, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty in accordance with the inspection and repair policy of John G. Black Homes as set out in the Move-In Inspection Report provided to each owner.

f. Other Rights. This written limited warranty gives the buyer specific legal rights and the buyers may also have other legal rights under law.

4. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

I. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

#### ARTICLE XX - AMENDMENTS TO DECLARATIONS

A. Until such time as all additional lands, as referred to in Exhibits "G" and "H" are included and dedicated within the Condominium Property herein, or seven (7) years from the date this Declaration is filed for record, whichever occurs first, this Declaration can be amended by the Declarant in a manner provided in Article XVIII of this Declaration in such respect as the Declarant may deem advisable in order to affectuate, clarify and refine the Declarant's original intent herein, so as to: 1) include the real property described in Exhibits "G" and "H" and the improvements constructed