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KARL L. KEITH
AUDITOR

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DECLARATION OF CONDOMINIUM PROPERTY

FOR

MANDEL WAY CONDOMINIUM

I hereby certify that copies of the within Declaration, together with the drawings attached as Exhibits, have been filed in the office of the Auditor, Montgomery County, Ohio.

Dated: 10/1, 2014

By: Karl L. Keith
Montgomery County Auditor

PLAT REFERENCE:

BOOK:

224

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27 - 27

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DECLARATION
TABLE OF CONTENTS

RECITALS	1
DECLARATIONS	1
ARTICLE I	
DEFINITIONS	2
1.01 General	2
1.02 Additional Property	2
1.03 Affiliate of a Developer	2
1.04 Agent	2
1.05 Amendment and/or Amendments	2
1.06 Articles and/or Articles of Incorporation	2
1.07 Association	2
1.08 Board and/or Board of Directors	2
1.09 Building	2
1.10 By-Laws	2
1.11 Common Assessments	2
1.12 Common Elements	3
1.13 Common Expenses	3
1.14 Common Losses	3
1.15 Common Profits	3
1.16 Common Surplus	3
1.17 Condominium	3
1.18 Condominium Development	3
1.19 Condominium Instruments	3
1.20 Condominium Organizational Documents	3
1.21 Condominium Ownership Interest	4
1.22 Condominium Property	4
1.23 Control Period	4
1.24 Conversion Condominium Development	4
1.25 Declarant	4
1.26 Declaration	4
1.27 Developer	4
1.28 Development Period	4
1.29 Director	4

1.30	Drawings	4
1.31	Eligible Holders	5
1.32	Exhibit.....	5
1.33	Insurance Trustee	5
1.34	Limited Common Elements	5
1.35	Majority of Unit Owners	5
1.36	Managing Agent	5
1.37	Member	5
1.38	Occupant.....	5
1.39	Ohio Condominium Act	5
1.40	Per Unit Expenses.....	5
1.41	Percentage of Ownership	6
1.42	Person	6
1.43	Property.....	6
1.44	Quorum	6
1.45	Recorded.....	6
1.46	Rules and Regulations	6
1.47	Special Individual Unit Assessment.....	6
1.48	Underwriter.....	6
1.49	Unit.....	6
1.50	Unit Owner	6

ARTICLE II

NAME, PURPOSE AND ADMINISTRATION	7
---	----------

2.01	Name.....	7
2.02	Purpose.....	7
2.03	Administration.....	7

ARTICLE III

LEGAL DESCRIPTION OF PROPERTY.....	7
---	----------

3.01	Legal Description.....	7
------	------------------------	---

ARTICLE IV

DESCRIPTION AND LOCATION OF BUILDING(S).....	7
---	----------

4.01	General.....	7
4.02	Specific.....	7
4.03	Location.....	8

ARTICLE V		
DESCRIPTION OF UNITS		8
5.01	General	8
5.02	Type of Units	9
5.03	Graphic Description	9
5.04	Designation of Units by Building	9
ARTICLE VI		
RELOCATION OF BOUNDARIES OF UNITS AND LIMITED COMMON ELEMENTS		9
6.01	General	9
6.02	Board Approval	9
6.03	Recordation of Amendment	10
6.04	Existing Liens	10
ARTICLE VII		
DESCRIPTION OF COMMON ELEMENTS		10
7.01	General	10
7.02	Easements	10
7.03	Status	10
ARTICLE VIII		
DESCRIPTION OF LIMITED COMMON ELEMENTS		10
8.01	General Uses	10
8.02	Specific Uses	10
ARTICLE IX		
REALLOCATION OF USE AND CONSTRUCTION ON LIMITED COMMON ELEMENTS		11
9.01	Reallocation	11
9.02	Construction of Improvements	12
ARTICLE X		
USE OF COMMON ELEMENTS		12
10.01	General	12

ARTICLE XI		
OWNERSHIP OF COMMON ELEMENTS		12
11.01	Percentage of Ownership	12
11.02	Computation	12
11.03	Amendment	13
ARTICLE XII		
REGULATION OF COMMON ELEMENTS		13
12.01	General	13
12.02	Penalties and Fines	13
12.03	Conflict	13
ARTICLE XIII		
RESTRICTIONS ON THE USE OF COMDOMINIUM PROPERTY		13
13.01	Obstruction of Common Elements	13
13.02	Hazardous Uses and Waste	13
13.03	Exterior Surfaces of Building(s)	14
13.04	Animals and Pets	14
13.05	Nuisances	14
13.06	Impairment of Structural Integrity of Building(s)	14
13.07	Laundry or Rubbish in Common Elements	14
13.08	Lounging or Storage in Common Elements	14
13.09	Prohibited Activities	14
13.10	Alteration of Common Elements	15
13.11	Rental and Leasing Units	15
13.12	No Sale or Lease to or Occupancy by a Sexually Oriented Offender	15
13.13	Patios, Grills	16
13.14	United States Flag	16
ARTICLE XIV		
CONVEYANCES		16
14.01	General	16
14.02	Records	16
14.03	Documents	17

ARTICLE XV		
UNIT OWNER'S ASSOCIATION		17
15.01	General.....	17
15.02	Membership in the Association.....	17
15.03	Voting Rights	17
15.04	Service of Process	17
15.05	First Meeting of Association	18
15.06	Declarant's Rights	18
15.07	Turnover	18
15.08	Contract Limitations.....	18
ARTICLE XVI		
VETERANS ADMINISTRATION APPROVAL		19
16.01	General.....	19
16.02	Amendments	19
16.03	Actions.....	20
ARTICLE XVII		
AMENDMENTS OF CONDOMINIUM ORGANIZATIONAL DOCUMENTS		21
17.01	General.....	21
17.02	Seventy-Five Percent (75%) of Eligible Holders.....	21
17.03	Fifty-One Percent (51%) of Eligible Holders	21
17.04	Presumed Consent.....	22
17.05	Amendments Not Requiring Consent of Unit Owners or Eligible Holders	23
17.06	Method to Amend	24
ARTICLE XVIII		
CONVERSION CONDOMINIUM DEVELOPMENT		24
18.01	General.....	24
18.02	Option to Purchase.....	24
18.03	Notice to Vacate	24
18.04	Concurrent and Waiver.....	24

ARTICLE XIX		
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS		25
19.01	Association	25
19.02	Delegation of Authority; Professional Management	25
19.03	Rights of Eligible Holders and Unit Owners	25
19.04	Unit Owner	25
19.05	Exterior Surfaces	26
19.06	Failure to Maintain	26
19.07	Construction Defects	27
19.08	Effect of Insurance or Construction Guarantees	27
ARTICLE XX		
ARCHITECTURAL REVIEW		27
20.02	General	27
ARTICLE XXI		
EASEMENTS		28
21.01	Encroachments	28
21.02	Easements for Repair, Maintenance and Restoration	28
21.03	Easements Through Walls Within Units	28
21.04	Easements for Certain Services	29
21.05	Tie-In Easements	29
21.06	Service Easements	29
21.07	Water Easement	29
21.08	Emergency Easement	29
21.09	Additional Property Easement	29
21.10	Power of Attorney and Consent to Easements	29
21.11	Easements Shall Run With Land	29
ARTICLE XXII		
HAZARD INSURANCE		30
22.01	Fire and Extended Coverage Insurance	30
22.02	Qualifications	30
22.03	Prohibition	30
22.04	Certificates and Notice of Cancellation	31

22.05	Subrogation	31
22.06	Mortgagee's Rights	31
22.07	Sufficient Insurance	31
22.08	Insufficient Insurance	31
22.09	Procedure for Reconstruction or Repair	32
22.10	Construction Funds	32
22.11	Adjustment	32
22.12	Non-Restoration of Damage or Destruction.....	32
22.13	Deductible	33

ARTICLE XXIII

INSURANCE TRUSTEE..... 33

23.01	General.....	33
23.02	Selection Prior to a Loss.....	33
23.03	Selection After a Loss	33
23.04	Non-Liability.....	33
23.05	Procedure for Reconstruction or Repair in an Insurance Trustee Has Been Selected.....	33
23.06	Reliance	34

ARTICLE XXIV

LIABILITY AND OTHER INSURANCE 34

24.01	Liability Insurance.....	34
24.02	Prohibition	34
24.03	Insufficient Liability Insurance.....	35
24.04	Other Insurance.....	35
24.05	Amount of Fidelity Coverage	35
24.06	Notice of Cancellation or Substantial Changes	35
24.07	Annual Review	35

ARTICLE XXV

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS..... 35

25.01	Abatement and Enjoinment	35
25.02	Procedures for Enforcement of Violations	36
25.03	Civil Action.....	37
25.04	Proper Party	37

ARTICLE XXVI		
ASSESSMENTS AND LIEN OF ASSOCIATION		37
26.01	General.....	37
26.02	Division of Common Profits and Common Expenses	37
26.03	Non-Use of Facilities	37
26.04	Special Assessments for Capital Improvements	38
26.05	Special Individual Unit Assessment.....	38
26.06	Non-Payment of Assessment; Remedies of the Association.....	38
26.07	Application of Payments.....	39
26.08	Lien of Association	39
26.09	Term and Validity of Lien.....	40
26.10	Priority of Association's Lien.....	40
26.11	Dispute as to Common Expenses	40
26.12	Non-Liability of Mortgagee for Past Due Common Expenses.....	40
26.13	Liability for Assessments Upon Voluntary Conveyance	40
26.14	Legal Actions.....	41
ARTICLE XXVII		
ADDITIONAL PROPERTY		41
27.01	Contemplated Annexation by Declarant.....	41
27.02	Reservation of Option to Expand.....	41
27.03	Limitations on Declarant's Option.....	41
27.04	Additional Property	41
27.05	Location and Type of Improvements	42
27.06	Structures	42
27.07	Units	42
27.08	Limited Common Elements	42
27.09	Non-Residential Uses.....	42
27.11	Improvements other than Structures	42
27.12	Successor Owner not Liable for Actions of Declarant	42
27.13	Procedures for Expansion	43
27.14	Effects of Expansion.....	43
ARTICLE XXVIII		
LIMITED WARRANTIES BY DECLARANT		43
28.01	Two (2) Year Limited Warranty.....	43
28.02	Commencement of Two (2) Year Limited Warranty	44
28.03	One (1) Year Limited Warranty.....	44

28.04	Commencement of One (1) Year Limited Warranty	44
28.05	Appliances	44
28.06	Assignment	44
ARTICLE XXIX		
EMINENT DOMAIN		44
29.01	General	44
29.02	Common Elements	44
29.03	Damages	44
29.04	Reallocation	45
ARTICLE XXX		
MISCELLANEOUS PROVISIONS		45
30.01	Grantees and Incorporation Into Deeds	45
30.02	Removal	45
30.03	Non-Waiver	45
30.04	Invalidity	45
30.05	Additional Consent Provisions	45
30.06	Additional Notice Provisions	46
30.07	Availability of Condominium Instruments and Financial Statements	47
30.08	No Adverse Action by Declarant	47
30.09	Headings	47
30.10	Liberal Construction	47
30.11	Deposits or Down Payments	47
30.12	Developer's Interest in Common Elements	47
30.13	Rights and Obligations of Developer as a Unit Owner	47
30.14	References	48
30.15	Full Compliance	48
30.15	Gender and Grammar	48
SIGNATURES		48

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by **MANDEL WAY CONDOMINIUM, LLC**, an Ohio limited liability company, hereinafter referred to as "Declarant", under the circumstances summarized in the following Recitals which utilize capitalized terms as defined in the Declaration.

RECITALS

A. Declarant is the owner in fee simple of the Property, and it is its desire and intent to enable the Property, together with all building(s), structures, improvements and other permanent fixtures of whatsoever kind situated thereon, and all privileges belonging or in any way appertaining thereto, to be owned under and pursuant to that certain type of ownership commonly known as "Condominium", and to subject and submit such property to the provisions of the Ohio Condominium Act.

B. Declarant is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as **MANDEL WAY CONDOMINIUM**, certain easements and rights in, over and upon such Condominium Property, and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

C. Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring an interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in the Condominium Organizational Documents.

D. Declarant is also the owner of the Additional Property adjoining the real property submitted hereby and contemplates submitting such property to the provisions of this Declaration by an Amendment hereto.

DECLARATIONS

NOW, THEREFORE, Declarant hereby makes the following Declaration as to the covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and 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

DEFINITIONS

1.01 General. The following terms used in the Condominium Organizational Documents are defined as hereinafter set forth.

1.02 Additional Property shall mean adjacent or adjoining property which is described in Exhibit "A-2" which may be added in the future to the Condominium.

1.03 Affiliate of a Developer shall mean any person who controls a Developer or is controlled by a Developer as defined in the Ohio Condominium Act.

1.04 Agent shall mean any person who represents a Developer or who acts for or on behalf of a Developer in selling or offering to sell a Condominium Ownership Interest in a Condominium Development, but shall not include an attorney-at-law whose representation of a Developer consists solely of rendering legal services.

1.05 Amendment and/or Amendments shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Condominium Organizational Documents or any other Exhibits thereto.

1.06 Articles and/or Articles of Incorporation shall mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.

1.07 Association shall mean Mandel Way Condominium Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.08 Board and/or Board of Directors shall mean those persons who as a group serve as the board of directors of the Association.

1.09 Building shall mean any structures in which Units are located.

1.10 By-Laws shall mean the By-Laws of the Association, which are attached as Exhibit "B" as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Ohio Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

1.11 Common Assessments shall mean assessments that are charged proportionately against all Units for common purposes.

1.12 **Common Elements** shall mean all of the Condominium Property except that portion thereof described in the Declaration as constituting a Unit or Units.

1.13 **Common Expenses** shall mean those expenses designated as such by the Ohio Condominium Act, or in accordance with the provisions of the Declaration, including Per Unit Expenses.

1.14 **Common Losses** shall mean the amount by which the Common Expenses during any period of time exceeds the Common Assessments and Common Profits during that period.

1.15 **Common Profits** shall mean the amount by which the total income received from any of the following exceeds expenses allocable to the particular income, rental, fee or charge:

- (a) Assessments charged for special benefits to specific Units;
- (b) Rents received from the rental of equipment or space in Common Elements;
- (c) Any other fee, charge or income other than common assessments.

1.16 **Common Surplus** shall mean the amount by which Common Assessments collected during any period exceeds Common Expenses.

1.17 **Condominium** shall mean Mandel Way Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of the Ohio Condominium Act.

1.18 **Condominium Development** shall mean a Condominium Property in which two (2) or more individual residential Units together with their undivided interests in the Common Elements are offered for sale pursuant to a common promotional plan.

1.19 **Condominium Instruments** shall mean the Declaration, the Drawings and By-Laws attached as Exhibits thereto, any contract pertaining to the management of the Condominium Property, and all other documents, contracts or instruments establishing ownership or exerting control over the Condominium Property or a Unit.

1.20 **Condominium Organizational Documents** shall mean the Declaration and Exhibits, as the same may be lawfully amended from time to time.

- 1.21** **Condominium Ownership Interest** shall mean a fee simple estate or a ninety- nine (99) year leasehold estate, renewable forever in a Unit, together with its appurtenant undivided interest in the Common Elements.
- 1.22** **Condominium Property** shall mean land, all buildings, improvements and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of the Ohio Condominium Act by this Declaration and any Amendment.
- 1.23** **Control Period** shall mean a period of time five (5) years from the date on which the Association is formed or a period of time sixty (60) days after seventy-five percent (75%) of the Condominium Ownership Interests have been sold and conveyed, whichever first occurs.
- 1.24** **Conversion Condominium Development** shall mean a Condominium Development that was operated as a rental property and occupied by tenants immediately prior to the submission of the Condominium Property to the Ohio Condominium Act.
- 1.25** **Declarant** shall mean Mandel Way Condominium, LLC, an Ohio limited liability company, its successors and assigns; provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successor and assigns as are designated in writing by Declarant as successors and assignees of such rights.
- 1.26** **Declaration** shall mean the instrument by which the property hereinafter described is submitted to the provisions of the Ohio Condominium Act and any and all Amendments thereto.
- 1.27** **Developer** shall mean the Declarant, any successor to the Declarant who stands in the same relation to the Condominium Property as the Declarant, and any person who directly or indirectly sells or offers for sale a Condominium Ownership Interest.
- 1.28** **Development Period** shall mean a period of time seven (7) years from the date on which this Declaration is Recorded.
- 1.29** **Director** shall mean that person serving at the time pertinent on the Board of Directors.
- 1.30** **Drawings** shall mean those drawings, as the same may be lawfully amended from time to time, which are attached as Exhibit "C".

1.31 Eligible Holder(s) shall mean the holder of a valid Recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders.

1.32 Exhibit shall mean any document or instrument attached to the Declaration.

1.33 Insurance Trustee shall mean any bank located in Montgomery County, Ohio with trust powers and total assets in excess of Fifty Million Dollars (\$50,000,000.00) which has been selected by the Association pursuant to the provisions of the Declaration.

1.34 Limited Common Elements shall mean those Common Elements serving exclusively one (1) Unit or more than one (1) Unit but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration or by the Board.

1.35 Majority of Unit Owners shall mean those Unit Owners holding fifty-one percent (51%) of the voting power of the Association.

1.36 Managing Agent shall mean a manager or managing agent retained or employed by the Association pursuant to the provisions of the Declaration.

1.37 Member depending on its context, shall mean a Unit Owner that is subjected hereto and/or a member of the Association.

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

1.39 Ohio Condominium Act means Chapter 5311 of the Ohio Revised Code, the statutory law of the State of Ohio regulating the creation and operation of Condominiums.

1.40 Per Unit Expenses shall mean Common Expenses that arise out of the following, which are not allocated, on a Percentage of Ownership but on an equal per Unit basis:

(a) Expenses that arise out of the administration, operation, maintenance, repair and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, if any, landscaping, and grounds care;

(b) Legal, accounting and management expenses.

- 1.41** Percentage of Ownership shall mean the undivided interest of each Unit in the Common Elements as set forth in this Declaration which is included with a Unit and cannot be separately conveyed.
- 1.42** Person shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.43** Property shall mean the real property described in Exhibit "A-1" attached hereto.
- 1.44** Quorum shall mean the presence in person or by proxy of a Majority of Unit Owners.
- 1.45** Recorded shall mean the recording with the Recorder of Montgomery County, Ohio and the prior filing thereof with the Auditor of Montgomery County, Ohio, if required.
- 1.46** Rules and Regulations shall mean those rules and regulations as may be amended from time to time adopted by the Board.
- 1.47** Special Individual Unit Assessment shall mean an assessment levied or charged by the Board against a Unit or Units pursuant to the provisions of the Declaration which provides that a particular Unit or Units may be responsible for expenses, charges or costs which are not chargeable or assessable against all Units in the Condominium.
- 1.48** Underwriter shall mean Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Governmental National Mortgage Association, Government Mortgage Guaranty Insurance Corporation, Department of Housing and Urban Development, the Veterans Administration or any such other organizations or agencies insuring or guaranteeing first mortgages on Units.
- 1.49** Unit shall mean a part of the Condominium Property consisting of one (1) or more rooms on one (1) or more floors of a Building(s) that are designated a Unit by this Declaration or Amendment and are delineated on the Drawings and in the Drawings attached to an Amendment.
- 1.50** Unit Owner shall mean a Person who owns a Condominium Ownership Interest in a Unit.

ARTICLE II
NAME, PURPOSE AND ADMINISTRATION

2.01 Name. The Condominium Property shall be known as Mandel Way Condominium.

2.02 Purpose. The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purpose; provided, however, (i) that consistent with applicable zoning, professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping 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; and (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one (1) or more Units as sales models and offices and/or for storage and maintenance purposes.

2.03 Administration. The Condominium Property shall be administered in accordance with the provisions of the Condominium Organizational Documents and the Rules and Regulations, as the same may be amended from time to time. Each Unit Owner, tenant or Occupant shall comply with the provisions of the Condominium Organizational Documents and the Rules and Regulations together with the decisions and resolutions of the Board.

ARTICLE III
LEGAL DESCRIPTION OF PROPERTY

3.01 Legal Description. The real property subject to this plan for condominium ownership is described in Exhibit "A-1".

ARTICLE IV
DESCRIPTION AND LOCATION OF BUILDING(S)

4.01 General. There are a total of twelve (12) Buildings located on the Condominium Property. Each Building has a total of four (4) Units. The Units within a particular Building are set forth in Exhibit "D".

4.02 Specific. All of the Buildings containing Units are constructed on block or poured concrete walls, with frame exterior walls, some brick veneer, stucco and siding, windows, a wood truss roof with asphalt shingle or wood covering, wood floor joints, wall studs and drywall. A specific graphic description of the Buildings is set forth in the Drawings.

4.03 **Location.** The Buildings have access to Mandel Way, a public roadway, through Centerville Creek Lane, a private drive.

ARTICLE V

DESCRIPTION OF UNITS

5.01 **General.** Each of the Units within this Declaration, or any additional Units brought within the provisions of this Declaration by an Amendment, shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, the unfinished surface of the lower floor, and the unfinished interior surface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions to constitute a complete enclosure of space, and all improvements within that space, the dimensions and descriptions of each such Unit being shown on the Drawings and in the Drawings, including without limitation:

(a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material(s) applied to the interior surface of such perimeter walls, floors and ceilings;

(b) All windows, screens and doors, including the frames, sashes and jams and the space occupied thereby and as hardware therefore;

(c) All fixtures and appliances 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(s) or from the point of disconnection of utility pipes, lines or systems serving the entire building(s) or more than one Unit thereof, whichever may be applicable; including without limitation, built-in cabinets, dishwashers, garbage disposal units, and components thereof, if any, even if located outside the bounds of the Unit, serving only that Unit;

(d) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(e) All interior walls, floors and ceilings;

(f) All plumbing, electric, heating, security, alarm, vacuum, cooling and other utility lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit.

But excepting therefrom, any structural element of the Building contained in interior walls and all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts or conduits which are located within the bounds of a Unit but which any other Unit.

5.02 Type of Units. Unless or until amended, there are three (3) types of Units which are generally described in Exhibit "D".

5.03 Graphic Description. A graphic description of the Units is set forth in the Drawings.

5.04 Designation of Units by Building. A listing of Units by their Buildings is set forth in Exhibit "D".

ARTICLE VI

RELOCATION OF BOUNDARIES OF UNITS AND LIMITED COMMON ELEMENTS

6.01 General. Notwithstanding any provision in this Declaration to the contrary, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the Percentage of Ownership appurtenant to those Units may be reallocated by an Amendment pursuant to the following procedures.

(a) The Unit Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not yet due and payable.

(b) In the application the Unit Owners of the adjoining Units may request a specific reallocation of their Percentage of Ownership allocated to the adjoining Units.

6.02 Board Approval. Unless the Board finds any requested reallocation of the Percentage of Ownership to be unreasonable, within thirty (30) days after the Board receives the application the Association shall prepare, at the expense of the Unit Owners of the adjoining Units, an Amendment that is executed by the Unit Owner(s) of the affected Units and that includes all of the following:

(a) Identification of the affected Units;

(b) Words of conveyance between the Unit Owners of the Units; and

(c) A specification of the Percentages of Ownership and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares and powers of the former adjoining Units.

6.03 Recordation of Amendment. At the expense of the Unit Owners of the affected Units the Association shall have the Amendment Recorded along with:

(a) Any Drawing necessary to show the altered boundaries of the affected Units;

(b) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

6.04 Existing Liens. Existing liens automatically shall attach to each Unit those results from the relocation and reallocation.

ARTICLE VII

DESCRIPTION OF COMMON ELEMENTS

7.01 General. The entire balance of the land and improvements thereon, including but not limited to all Buildings, foundations, roofs, main and supporting walls, patios, decks, fencing, driveways, parking areas, trees, lawns, stoops, wires, conduits, utility lines , pumps, housing and ducts, now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Elements.

7.02 Easements. The Common Elements shall include and be subject to any easements granted or reserved on the Condominium Property.

7.03 Status. All Common Elements included in the Condominium subjected by the Declaration are fully installed, completed and in operation for the use of the Unit Owners.

ARTICLE VIII

DESCRIPTION OF LIMITED COMMON ELEMENTS

8.01 General Uses. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which serve only one (1) Unit shall be Limited Common Elements for the exclusive use of the Unit served thereby.

8.02 Specific Uses. The areas hereinafter described, included within the Common Elements appurtenant to a Unit, are deemed Limited Common Elements designated as reserved for the exclusive use of the appurtenant Unit or Units as hereinafter set forth.

(a) The patios, decks and adjacent areas thereto are designated as Limited Common Elements for the Unit adjoining such patio and deck.

(b) The driveways, as shown on the Drawings, are designated as Limited Common Elements for the attendant Unit.

(c) The entranceways, stairways and stoops are designated as Limited Common Elements for the Unit(s) adjoining such entranceway, stairway and stoop.

(d) The air conditioning pad, compressor, duct and conduits thereto are designated as Limited Common Elements for the Unit being serviced by such equipment.

(e) The structural walls between the Units are designated as Limited Common Elements for such Units.

(f) Those additional areas shown, delineated and designated on the Drawings as Limited Common Elements for a particular Unit or building(s) are designated as Limited Common Elements for such Unit or Units within such building(s).

ARTICLE IX
REALLOCATION OF USE AND CONSTRUCTION ON
LIMITED COMMON ELEMENTS

9.01 Reallocation. Notwithstanding any provision in this Declaration to the contrary, rights to the use of Limited Common Elements may be reallocated between or among Units by an Amendment pursuant to the following procedures:

(a) The Unit Owners of the affected Units shall prepare and execute at their expense an Amendment that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements;

(b) The Unit Owners of the affected Units shall submit to the Board the Amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not yet due and payable; and

(c) At the expense of the Unit Owners of the affected Units, the Association shall have the submitted Amendment Recorded.

9.02 Construction of Improvements. Notwithstanding any provision in this Declaration to the contrary, the Board may authorize the use of the Limited Common Elements appurtenant to a particular Unit to be used for the construction of open or enclosed patios, hedges, decks, fences or similar improvements, provided that:

(a) Such improvements comply with the use restrictions herein and have been approved pursuant to the architectural review provisions hereof;

(b) All such improvements are insured and maintained by the Owner to which such Limited Common Elements are appurtenant; and

(c) The obligations to insure and maintain are memorialized in an agreement at the direction of the Board, but at the expense of the requesting Unit Owner, and Recorded in the chain of title to the Unit so that all successors in title shall have notice that the insurance and maintenance of such improvements are not the responsibility of the Association.

ARTICLE X USE OF COMMON ELEMENTS

10.01 General. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other such Unit Owners and, except as otherwise limited in the Condominium Organizational Documents, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses as permitted by the Condominium Organizational Documents, including the non-exclusive, perpetual easement, together with other Unit Owners to the use and enjoyment of the Common Elements and for ingress and egress to and from their respective Units, which right shall be appurtenant to and shall run with his Unit.

ARTICLE XI OWNERSHIP OF COMMON ELEMENTS

11.01 Percentage of Ownership. Unless or until amended, the Percentage of Ownership of the Common Elements attributable to the ownership interest in each Unit and for the division of Common Profits, Common Surplus and Common Expenses, is set forth in Exhibit "D".

11.02 Computation. Each Unit's Percentage of Ownership as herein set forth was determined and based on a par value approach utilizing the approximate square footage of a Unit as set forth in Exhibit "D". Each Unit's Percentage of Ownership as herein set forth was determined by comparing the approximate square footage of a Unit to the total

approximate square footage of all of the Units on the date when the Declaration is Recorded, or stated in another way, the Percentage of Ownership of a particular Unit is equal to a fraction, the numerator of which is the approximate square footage of such Unit and the denominator of which is the total approximate square footage of all of the Units.

11.03 Amendment. Except as specifically provided for in this Declaration, the Percentage of Ownership as herein set forth shall not be altered except by an Amendment unanimously approved by all Unit Owners.

ARTICLE XII

REGULATION OF COMMON ELEMENTS

12.01 General. The Board may by majority vote adopt reasonable Rules and Regulations and may amend the same which the Board may deem advisable for the maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of the Rules and Regulations and copies thereof shall be made available to all Unit Owners and occupants of the Condominium Property.

12.02 Penalties and Fines. The Rules and Regulations may establish reasonable fines and penalties for violations of such Rules and Regulations. Any such fines and penalties shall be considered a Special Individual Unit Assessment against the Unit for which it is imposed or charged.

12.03 Conflict. In the event of any conflict between the Rules and Regulations and the provisions of the Condominium Organizational Documents, the provisions of the Condominium Organizational Documents shall govern.

ARTICLE XIII

RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

13.01 Obstruction of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.

13.02 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building(s) or contents thereof applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building(s) or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

13.03 Exterior Surfaces of Buildings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna or receiving dish or disk shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board, and subject to the Rules and Regulations, other than those originally provided by Declarant.

13.04 Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets, not in excess of two (2), may be kept in Units subject to the Rules and Regulations, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board.

13.05 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

13.06 Impairment of Structural Integrity of Building(s). Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the building(s) or which would change the building(s).

13.07 Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

13.08 Lounging or Storage in Common Elements. There shall be no playing, lounging, parking of campers or boats, inoperable vehicles, trucks, motorcycles, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except in accordance with the Rules and Regulations.

13.09 Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property. The right is reserved by the Declarant or his agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Unit. In addition, the right is hereby given to the

Association or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

13.10 Alteration of Common Elements. Nothing shall be altered, constructed in, or removed from the Common Elements except as herein provided.

13.11 Rental and Leasing Units. The respective Unit shall not be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than three (3) consecutive months; (b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services; or (c) rental to roomers or boards, that is, rental to one (1) or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and Regulations, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful Rules and Regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the Occupants of any covenant, condition and restriction contained in the Condominium Organizational Documents or the Rules and Regulations, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Chapters 1923 and 5321 of the Ohio Revised Code, as agent for and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney fees, shall be a Special Individual Unit Assessment against the Unit, enforceable in the same manner as all other assessments.

13.12 No Sale or Lease to or Occupancy by a Sexually Oriented Offender. No Unit Owner shall lease, convey or transfer a Unit to any person who is required, pursuant to Section 2950.04 of the Ohio Revised Code, (or other similar statute from any other jurisdiction), to register as a sexually oriented offender, nor shall any Unit Owner permit a Unit to be occupied by any such sexually oriented offender. Neither the Declarant nor the Association shall be liable to any Owner, Occupant or their guests, as a result of the Declarant's or the Associations' alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction. Any violation of this restriction shall subject the Unit Owner and any resident or Occupant of the Unit Owner's Unit to any and all remedies provided by law, as well as this Declaration.

13.13 Patios, Grills. Patio areas shall be used for their intended purpose. No outdoor grills may be used in violation of any applicable fire codes. Nothing may be stored within patios; provided Unit Owners or Occupants may maintain outdoor furniture and accessories, as seasonably determined by the Board, within their patios; provided the same are maintained by such Unit Owner or Occupant in a clean and sightly condition and in good repair.

13.14 United States Flag. The placement of a flagpole that is to be used for the purpose of displaying the flag of the United States of America shall be permitted within the Limited Common Elements designated for the exclusive use of a particular Unit and it shall be permitted to display the flag of the United States of America on the immediately adjacent exterior of the Building in accordance with the provisions of Section 5311.191(A) of the Ohio Revised Code.

ARTICLE XIV **CONVEYANCES**

14.01 General. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. 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 restrictions, and any Unit Owner may transfer that owner's Unit free of any limitations.

14.02 Records. To enable the Association to maintain accurate records of the names and address of Unit Owners, each Unit Owner is required, at the following times, to provide the Association, by delivery to the office of the Association or to any member of the Board, written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

- (a) Within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;
- (b) Within thirty (30) days after a change in any of the above-described information; and
- (c) At any time that the Board requests verification or updating of the above-described information.

14.03 **Documents.** Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organization Documents and all effective Rules and Regulations in such Owner's possession.

ARTICLE XV
UNIT OWNER'S ASSOCIATION

15.01 **General.** Declarant formed the Association to administer the Condominium Property. The Association shall be governed by the Condominium Organizational Documents. A Board and the officers of the Association elected as provided in the By-Laws shall exercise the powers and rights set forth in the Condominium Organizational Documents and the Ohio Condominium Act that are not specifically reserved to Unit Owners.

15.02 **Membership in the Association.** Membership in the Association is limited to Unit Owners. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a Member. The foregoing is not intended to include persons or entities that hold an interest merely as security of an obligation. Such membership shall terminate upon the sale or other disposition by such Member of his Condominium Ownership Interest, at which time the new Unit Owner shall automatically become a Member. Declarant shall be a Member as long as it retains title to any Unit.

15.03 **Voting Rights.** There shall be one (1) vote for each of the Units comprising the Condominium Property. The Unit Owner or Unit Owners of each Unit shall be entitled to one (1) vote for their Unit. In the event a Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such Unit shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise own individual interests in a Unit, each may exercise the proportion of the voting power of all of the owners of the Unit that is equivalent to his proportionate interest in the Unit; provided, however that unless timely challenged by a Unit Owner of a fee simple interest in a Unit, any Unit Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

15.04 **Service of Process.** The person to receive service of process for the Association shall be the president of the Association. Until such time as a president is elected, service may be made upon Hans H. Soltau, 6776 Loop Road, Centerville, Ohio 45459.

15.05 First Meeting of Association. A first meeting of the Association shall be held no later than sixty (60) days after the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by the Declarant. The purpose of such meeting shall be to elect two (2) members to the Board from Unit Owners, other than Declarant.

15.06 Declarant's Rights. During the Control Period, the powers, rights, duties and functions of the Association shall be exercised by a Board selected by the Declarant; provided however, that no later than sixty (60) days after the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by Declarant, two-thirds (2/3) of such members shall be elected by the Unit Owners, other than Declarant.

15.07 Turnover. Within sixty (60) days after the expiration of the Control Period, the Association shall meet and elect all members of the Board and all other officers of the Association. The persons so elected shall take office immediately after such election. After said meeting, the Declarant shall deliver to such Board or officers:

(a) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses;

(b) Records showing the allocation, distribution and collection of the Common Profits, Common Losses and Common Expenses among and from the Unit Owners;

(c) Minutes of the meetings of the Association and Board;

(d) Records of the names and addresses of the Unit Owners and their Percentages of Ownership;

(e) Copies of the Condominium Organizational Documents, Articles and any Amendments;

(f) Available documents, information and sources of information concerning the location of underground utility lines and plans and specifications that are not proprietary or copyrighted, of the buildings, other improvements and structures on the Condominium Property that are reasonably available to Declarant.

15.08 Contract Limitations. Any contract entered into by the Declarant during the Control Period shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for turning over control of the Association.

ARTICLE XVI
VETERANS ADMINISTRATION APPROVAL

16.01 General. During the Control Period, if the Veterans Administration has guaranteed any loan secured by a Unit, any Amendments or actions set forth as follows shall require the prior approval of the Veterans Administration.

16.02 Amendments. Any Amendment which includes adding, deleting or modifying any provision regarding the following:

- (a) Assessment basis or assessment liens;
- (b) Any method of imposing or determining any charges to be levied against individual Unit Owners;
- (c) Reserves for maintenance, repair or replacement of Common Element improvements;
- (d) Maintenance obligations;
- (e) Allocation of rights to use Common Elements;
- (f) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
- (g) Reduction of insurance requirements;
- (h) Restoration or repair of Common Element improvements;
- (i) The addition, annexation or withdrawal of land to or from the project;
- (j) Voting rights;
- (k) Restrictions affecting leasing or sale of a Unit;
- (l) Any provision which is for the express benefit of mortgagees;
- (m) The rights of any specific class of Members;
- (n) Termination of the Declaration;

(o) Dissolution of the Association except pursuant to a consolidation or merger; or

(p) Conveyance of all Common Elements.

16.03 Actions. Any of the following action(s) taken by the Association:

(a) Merging or consolidating the Association, other than with another non-profit entity formed for purposes similar to the subject association;

(b) Determining not to require professional management if that management has been required by the Association documents, a majority of Eligible Holders or a vote of the Majority of Members;

(c) Expanding the Association to include land not previously described as Additional Property which increases the overall land area of the project or number of Units by more than ten percent (10%);

(d) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Common Elements except for: (1) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association;

(e) Using insurance proceeds for purposes other than construction or repair of the insured improvements;

(f) Making capital expenditures other than for repair or replacement of existing improvements during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget;

(g) Terminating the Declaration;

(h) Dissolving the Association except pursuant to a consolidation or merger; or

(i) Conveying all Common Elements.

ARTICLE XVII
AMENDMENTS OF CONDOMINIUM ORGANIZATIONAL DOCUMENTS

17.01 General. Unless otherwise specifically provided for herein, the Condominium Organizational Documents may be amended only upon the written consent of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association.

17.02 Seventy-Five Percent (75%) of Eligible Holders. The following Amendments shall require the consent of Eligible Holders on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Holders appertain:

(a) The boundaries of any Unit or the convertibility of Units into Common Elements or visa versa;

(b) The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(c) The Percentage of Ownership of a Unit or the liability for Common Expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

(d) The number of votes in the Association appertaining to any Unit; or

(e) The fundamental purposes to which any Unit or the Common Elements are restricted.

17.03 Fifty-One Percent (51%) of Eligible Holders. The following Amendments shall require the consent of Eligible Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders appertain:

(a) A change to any of the provisions governing voting rights;

(b) A change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than twenty-five percent (25%);

(c) A change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;

- (d) A change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;
- (e) A change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;
- (f) A change to any of the provisions governing: (a) the method of expansion or contraction of the Condominium; or (b) the method of addition, annexation or withdrawal of land to or from the Condominium;
- (g) A change to any of the provisions governing hazard, fidelity or other insurance requirements;
- (h) A change to any of the provisions governing restrictions affecting the leasing of a Unit;
- (i) A change to any of the provisions governing restrictions affecting the sale of a Unit;
- (j) A change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;
- (k) A change to any of the provisions governing restoration or repair of improvements in the Condominium;
- (l) A change to any of the provisions which provision is for the express benefit or mortgagees;
- (m) A change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;
- (n) A change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger.

17.04 Presumed Consent. Any Eligible Holder shall be presumed to have consented to an Amendment or any action requiring their consent if a notice of the proposed Amendment or action is sent to such Eligible Holder, or its successors or assigns as appearing of public record at the address listed in the mortgage by certified mail and no objection thereto is received by the Association within thirty (30) days after the receipt by the Eligible Holder. Such notice shall be retained by the Secretary of the Association and

his certification as to the names of the consenting and non-consenting Eligible Holders of the various Units shall be sufficient for reliance by the general public. If less than all Eligible Holders consent to such Amendment or action, said Amendment or action shall be valid among the Unit Owners, provided that the rights of a non-consenting Eligible Holder shall not be derogated thereby.

17.05 Amendments Not Requiring Consent of Unit Owners or Eligible Holders. Notwithstanding any provision in this Declaration to the contrary, the following Amendments to the Condominium Organizational Documents shall not require the consent of the Owners or Eligible Holders.

(a) Amendment by Declarant to Expand Condominium. An Amendment aiding the expansion of the Condominium pursuant to this Declaration shall not require the consent of the Owners or Eligible Holders.

(b) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable, except by Declarant, during the Development Period, to amend the Condominium Organizational Documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Underwriters, provided that the appropriate percentage, as described elsewhere herein, of Eligible Holders is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and further provided that the project has been approved by the Veterans Administration, such Amendment, except those aiding the expanding of the Condominium in accordance with the provisions of this Declaration, must be approved by the Veterans Administration.

(c) Amendments by Board Pursuant to Statutory Authority. The Board may amend the Condominium Organizational Documents in any manner necessary for any of the following:

(i) To meet the requirements of institutional mortgagees, the Underwriters and similar institutions;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Condominium Organizational Documents into compliance with the Ohio Condominium Act.

(iv) To correct clerical or typographical errors or obvious factual errors in the Condominium Organizational Documents; or

(v) To designate a successor to the person named to receive service of process for the Association;

(vi) Pursuant to Article VI and IX of the Declaration.

17.06 Method to Amend. An Amendment adopted with the consents hereinbefore provided shall be executed with the same formalities as this Declaration by two (2) officers of the Association and shall contain their certification that the Amendment was duly adopted in accordance with the foregoing provisions. Any Amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors as such Amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any Amendment duly adopted and executed in accordance with the foregoing provisions shall reference the recording references of the Declaration and shall be effective upon its being Recorded.

ARTICLE XVIII

CONVERSION CONDOMINIUM DEVELOPMENT

18.01 General. The Condominium is a Conversion Condominium Development.

18.02 Option to Purchase. The Developer has offered each tenant an option, exercisable within not less than ninety (90) days after notice, to purchase a Condominium Ownership Interest in the condominium Development that the tenant occupies and at a price that is not greater than the price at which the unit will be offered to the general public for the subsequent one hundred eighty (180) day period. If two (2) or more tenants occupy a Unit the option to purchase shall be given jointly to those tenants.

18.03 Notice to Vacate. The Developer has given each tenant written notice of not less than one hundred twenty (120) days prior to the conversion or intended conversion, during which time the tenant may not be evicted to accommodate or facilitate the sale of any Unit if the tenant is not in default under the tenant's terms of tenancy.

18.04 Concurrent and Waiver. The ninety (90) day and one hundred twenty (120) day notice periods shall run concurrently and may be waived in writing by a tenant.