

**ARTICLE XIX**  
**MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS**

**19.01      Association.** Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the Common Elements shall be the responsibility of the Association.

**19.02      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 terminated by either party, without penalty, on ninety (90) days written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) 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, as defined by an Underwriter, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts 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.

**19.03      Rights of Eligible Holders and Unit Owners.** The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of Eligible Holders to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than sixty-seven percent (67%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant. Eligible Holders on at least fifty-one percent (51%) of Units subject to such mortgages held by Eligible Holders may require the Association to employ professional management.

**19.04      Unit Owner.** 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, at his expense those areas or items which are designated by this Declaration as Limited Common Elements for the exclusive use of such Unit Owner.

(c) To maintain, repair and replace the springs, tracks or any other mechanism relating to the garage doors, including without limitation, any garage door opener and the mechanisms associated therewith whether installed by the Declarant or Unit Owner.

(d) To maintain, repair and replace, at his expense, all portions of the Common Elements which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Unit Owner.

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

(f) To promptly report to the Association or its Managing Agent any defect or need for repairs, the responsibility of which is with the Association.

(g) Not to make any alterations in the portions of the Unit or the Building(s) which are to be maintained 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 and of the Unit Owner or Unit Owners of whose benefit such easement exists.

**19.05**      **Exterior Surfaces.** Any exterior maintenance, repair or replacements to be performed by a Unit Owner shall be subject to the prior architectural review and approval of the Board or its delegated committee.

**19.06**      **Failure to Maintain.** In the event a Unit Owner shall fail to maintain his Limited Common Element to such extent that in the opinion of the Board the conditions require maintenance, repair or service for purposes of protecting the public safety or residents in or visitors to the Condominium, or in order to prevent or avoid damage or destruction of any part, portion or aspect of the value thereof, the Association shall have

the right, upon approval of the majority of the Board, to enter upon that Limited Common Element and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a Special Individual Unit Assessment chargeable to such Unit.

**19.07      Construction Defects.** The obligation of the Association and of the Unit Owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or the Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

**19.08      Effect of Insurance or Construction Guarantees.** Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of a construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing his obligations hereunder.

## **ARTICLE XX ARCHITECTURAL REVIEW**

**20.01      General.** Except for improvements constructed by the Declarant, or as specifically permitted herein, 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 lawfulness and appropriateness, and 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. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owner's successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

## **ARTICLE XXI** **EASEMENTS**

**21.01      Encroachments.** In the event that by reason of the construction, settlement or shifting of a building(s) or by reason of the partial or total destruction and rebuilding of a building, any part of a building(s) presently encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to a Unit Owner to use or occupy for formal uses and purposes any portions of the Common Elements consisting of unoccupied space within a building(s) and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit, presently encroaches or shall hereafter encroach upon any part of any Unit, then valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements as the case may be, so long as all or any part of a building(s) containing such Unit shall remain standing; provided however, that no valid easement for any encroachment shall be created in favor of the Unit Owner of any Unit or in favor of the Common Elements, if such encroachment is caused by the willful conduct of said Unit Owner.

**21.02      Easements for Repair, Maintenance and Restoration.** The Association shall have a right of access and an easement to, over and through all of the Condominium Property, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair and restoration, provided that exercise of this easement, as it affects the individual Units, shall be at reasonable times with reasonable notice to the individual Unit Owners. Any damage resulting to a particular Unit through the provisions of this Article shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

**21.03      Easements Through Walls Within Units.** Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace the pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of the Units, whether or not such walls be in whole or in part within the Unit boundaries. The Unit Owner shall have the permanent right and easement to and through the Common Elements and walls for the use of water, sewer, power, television antenna and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of the Unit. Any damage resulting to a particular Unit as a result of the easement herein granted to the Association, shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.



**21.04      Easements for Certain Services.** The Association may hereafter grant easements on behalf of Unit Owners to entities for utility, cable television, fiber optic and internet purposes for the benefit of the Condominium Property.

**21.05      Tie-In Easements.** Declarant reserves the right and easement over, on and under the Common Elements to use, tie into and extend all existing utility lines for purposes of serving the Additional Property during the period in which it has the right to add the Additional Property.

**21.06      Service Easements.** An easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all other similar persons and to the local governmental authorities, but not the public in general, to enter upon the Common Elements in the performance of their duties.

**21.07      Water Easement.** The Association shall have a right and easement to the exterior water taps or faucets of any Unit for the purpose of watering any Common Element landscaping; provided however, that such use shall be reasonable and the Association shall reimburse the Unit Owner for any excessive use of water.

**21.08      Emergency Easement.** The Association and its Managing Agent shall have a right of entry and easement to any Unit in the case of an emergency originating in or threatening such Unit, whether the Unit Owner is present at the time or not.

**21.09      Additional Property Easement.** Declarant hereby reserves a right to grant and/or reserve an easement for ingress and egress over and through the Common Elements for itself and for the benefit of any subsequent owner(s) of part or all of the Additional Property.

**21.10      Power of Attorney and Consent to Easements.** Each Unit Owner hereby grants and the transfer of title to a Unit Owner shall be deemed to grant the Declarant an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant in this Article.

**21.11      Easements Shall Run With Land.** All easements and rights herein described are 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 and any owner, purchaser, mortgagee and any other person having an interest in the Condominium Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easements, but same shall be deemed conveyed or encumbered along with the Unit.

**ARTICLE XXII**  
**HAZARD INSURANCE**

**22.01      Fire and Extended Coverage Insurance.** The Association shall obtain and maintain for the benefit of all Unit Owners and mortgagees, insurance on all building(s), structures, supplies, machinery, fixtures and equipment, common personal property or other improvements now or at any time hereafter constituting a part of the Common Elements against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", with no co-insurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. In the event such policy contains co-insurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of and the proceeds thereof shall be payable to the Association for each of the Unit Owners and mortgagees for the purposes set forth herein, in accordance with the Percentage of Ownership. Said policy shall be issued by a generally acceptable carrier acceptable to lenders, first mortgagees and their insurers or guarantors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of the Ohio Condominium Act pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in installed fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof, and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted.

**22.02      Qualifications.** The insurance hereunder shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII or better as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by any Underwriter or if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a Class A/VIII or comparable rating or better.

**22.03      Prohibition.** No Unit Owner may purchase an individual policy of fire and extended coverage insurance for his Unit or his interest in the Common Elements as real property. If irrespective of this prohibition a Unit Owner purchases an individual policy insuring such Unit or interest, said Unit Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance and such amount of loss shall be a lien on his Unit and enforced in the manner provided for in the Declaration.

**22.04        Certificates and Notice of Cancellation.** Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than thirty (30) days prior to any expiration or cancellation of such coverage to any mortgagee or mortgagees of any Unit.

**22.05        Subrogation.** Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his family, his tenant or other occupant of the Condominium Property, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

**22.06        Mortgagee's Rights.** If the required insurance coverage under this Article ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property, and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by an assessment against all Unit Owners and shall not require a vote of the Members, anything to the contrary in this Declaration notwithstanding.

**22.07        Sufficient Insurance.** In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to the provisions of the Declaration, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

**22.08        Insufficient Insurance.** In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction thereof, unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of the Declaration, elect

to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of all the Unit Owners in the same proportions in which they shall own the Common Elements. Should any Unit Owner refuse or fail, after reasonable notice, to pay his share of such cost in excess of available insurance proceeds, the excess shall be assessed to such Unit Owner and such assessments shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

**22.09      Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to any portion of the Condominium Property the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

**22.10      Construction Funds.** The insurance proceeds and the sums received by the Association from the collection of assessments against Unit Owners on account of such casualty shall be considered a special construction fund to be disbursed by the Association to the payment of the cost of reconstruction and repair of Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

**22.11      Adjustment.** Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the insurance policies referred to in the Declaration.

**22.12      Non-Restoration of Damage or Destruction.** In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction; provided the consent of the Eligible Holders and Underwriters of first mortgages on over fifty-one percent (51%) of the Units has been first obtained. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition by any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the 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 Percentage of Ownership. No Unit Owner shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.



**22.13**        **Deductible.** Any amounts paid by the Association on the account of any insurance claim shall be a Special Individual Unit Assessment against the Unit for which such claim was presented.

### **ARTICLE XXIII** **INSURANCE TRUSTEE**

**23.01**        **General.** At the option of the Declarant, or upon the written request by any Eligible Holders on over fifty-one percent (51%) of the Units, or by any group of Eligible Holders who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units, the Association shall select an Insurance Trustee for the purposes herein set forth.

**23.02**        **Selection Prior to a Loss.** If such selection is prior to any loss, the Association shall make all insurance policies under the Declaration payable to such Insurance Trustee for and on behalf of each of the Unit Owners and mortgagees for the purposes set forth in the Declaration in accordance with the Percentage of Ownership. All insurance policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

**23.03**        **Selection After a Loss.** If such selection of an Insurance Trustee is after a loss, the Association shall pay over to the Insurance Trustee any funds received under such insurance policies and resulting from any assessments against the Unit Owners. Said funds are to be held by the Insurance Trustee in accordance with the provisions hereof.

**23.04**        **Non-Liability.** The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their respective mortgagees.

**23.05**        **Procedure for Reconstruction or Repair if an Insurance Trustee Has Been Selected.** The insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed 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 Insurance Trustee shall make such 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 who shall be selected by the Association, setting forth: (a) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate; (b) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialman's or similar lien arising from such work; and (c) that the cost, as estimated by the person signing such certificate, of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies 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.

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

#### **ARTICLE XXIV** **LIABILITY AND OTHER INSURANCE**

**24.01      Liability Insurance.** As a Common Expense, the Association shall insure itself, the Board, all Unit Owners and Occupants and all other persons lawfully in the possession or control of any part of the Condominium Property, 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 Elements; such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one (1) accident.

**24.02      Prohibition.** 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 Elements appertaining thereto.

**24.03      Insufficient Liability Insurance.** In the event that the proceeds of any liability policy be insufficient, any deficit shall be charged to all Unit Owners as a Special Individual Unit Assessment.

**24.04      Other Insurance.** The Association shall also obtain such additional insurance as the Board considers necessary, including without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association.

**24.05      Amount of Fidelity Coverage.** The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of three (3) months Common Assessments, together with the reserve funds, if any.

**24.06      Notice of Cancellation or Substantial Changes.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least thirty (30) days prior to such cancellation or substantial change.

**24.07      Annual Review.** The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board.

## **ARTICLE XXV**

### **REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS**

**25.01      Abatement and Enjoinment.** The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in the Condominium Organizational Documents shall give the Board the right, in addition to the rights hereinafter set forth in this section: (a) to enter upon the land or Unit 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 Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Condominium Organizational Documents and the Board, or its Managing Agent, shall not be thereby deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

**25.02        Procedures for Enforcement of Violations.**

(a)    Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Condominium Organizational Documents or Rules and Regulations of the Association, the Board shall give the Unit Owner of the Unit written notice containing:

- (i)     A description of the property damages or the violation;
- (ii)    The amount of the proposed charge or assessment;
- (iii)   A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (iv)    A statement setting forth the procedures to request a hearing pursuant to subsection 25.02(b) of this Article; and
- (v)     A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b)    Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 25.02(a) of this Article. If the Unit Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 25.02(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Unit Owner with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owner.

(c)    Manner of Notice. Any notice required under this Section to be served:

- (i)     Upon the Unit Owner, shall be delivered personally to the Unit Owner or Occupant at the Unit, or mailed, by certified mail, return receipt requested, to the Unit Owners at the address of the unit, provided that if the Unit Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Unit Owner at such alternative address;



(ii) Upon the Association, shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed, by certified mail, return receipt requested, to any officer of the Association or to the management company hired by the Association.

**25.03      Civil Action.** Declarant, Developer, Agent, Unit Owner or Occupant are liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of the Condominium Instruments. Any interested person may commence an action for a declaratory judgment to determine his legal relations under the Condominium Instruments or to obtain an injunction against a Declarant, Developer, Agent, Unit Owner, or person entitled to occupy a Unit who refuses to comply, or threatens to refuse to comply, with any provision of the instruments. One (1) or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the Condominium Instruments may, if necessary to carry out their purposes, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property.

**25.04      Proper Party.** An action by the Association under this article may be commenced by the Association in its own name or in the name of its Board or in the name of its Managing Agent.

## **ARTICLE XXVI**

### **ASSESSMENTS AND LIEN OF ASSOCIATION**

**26.01      General.** Assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein and in the manner provided in the By-Laws. Such assessments are the personal obligation of a Unit Owner together with any costs and/or expenses, including reasonable attorney's fees incurred by the Association in any foreclosure or collection action.

**26.02      Division of Common Profits and Common Expenses.** The proportionate shares of the Unit Owners for the Common Profits and Common Expenses of the operation of the Condominium Property shall be in accordance with their Percentage of Ownership or as a Per Unit Expense as set forth in the By-Laws.

**26.03      Non-Use of Facilities.** No Unit Owner may be exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**26.04      Special Assessments for Capital Improvements.**

(a) 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 Elements to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements, except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard, shall not be constructed nor funds assessed therefore, if the cost thereof in any twelve (12) consecutive month period would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (65%) of the voting power of Unit Owners, including the consent of Unit Owners other than the Declarant who hold a majority of the voting power of Units owned by Unit Owners other than the Declarant, and 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.

(b) Any such assessment shall be pro-rated among all Units on the basis of Percentage of Ownership, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

**26.05      Special Individual Unit Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense, including without limitation filing fees and/or attorney's fees, for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission or failure to pay assessments or comply with the provisions of the Condominium Organizational Documents or Rules and Regulations of and by any Unit Owner or his invites or lessees, such cost or expense shall be borne by such Unit Owner and not by the Association, and if paid by the Association, shall be paid or reimbursed to the Association by such Unit Owner as a Special Individual Unit Assessment forthwith upon the Association's demand.

**26.06      Non-Payment of Assessment; Remedies of the Association.** If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(a) Reasonable, uniform administrative late fees as determined by the Board from time to time;

(b) Enforcement charges and collection costs (including, without limitation, attorney and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(c) Interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of eight percent (8%) per annum or at such other rate as the Board may, from time to time, determine; and

(d) Any other charges authorized by the Condominium Organizational Documents or the Rules and Regulations.

**26.07      Application of Payments.** Payments made by a Unit Owner for assessments shall be applied:

(a) First, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of eight percent (8%) per annum or at such other rate as the Board may, from time to time, have otherwise determined;

(b) Second, for the payment of administrative late fees charges with respect to the delinquency applicable to the Unit;

(c) Third, to reimburse the Association for enforcement charges and collection costs, including, without limitation, attorney and paralegal fees incurred by the Association in connection with the delinquency; and

(d) Fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

**26.08      Lien of Association.** The Association shall have a lien upon the estate or interest in any Unit and its Percentage of Ownership for the payment of any delinquent assessments chargeable against such Unit. At any time after such delinquency, a certificate of lien for all or any part of the unpaid assessments, including late charges, interest and if monthly assessments are delinquent, then the remaining unpaid monthly assessments under the then current budget may be Recorded pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Unit Owner(s) thereof, and the amount of the delinquency, and shall be signed by the President of the Association.

**26.09      Term and Validity of Lien.** The lien provided for in the preceding Section shall remain valid for a period of five (5) years from the date filing, unless sooner released or satisfied, in the same manner provided by law in the state of Ohio for the release and satisfaction of mortgages or real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

**26.10      Priority of Association's Lien.** The lien provided for in the preceding Section is prior to any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President, pursuant to authority given to him by the Board.

**26.11      Dispute as to Common Expenses.** Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit for which a certificate of lien has been filed by the Association has been improperly charged against him or his Unit may commence an action for the discharge of such lien in the Court of Common Pleas for Montgomery County, Ohio.

**26.12      Non-Liability of Mortgagee for Past Due Common Expenses.** When the mortgagee of a first mortgage of record acquires title to the Unit as a result of the remedies provided in such mortgage or a foreclosure of the first mortgage, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such mortgagee. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such mortgagee, its successors or assigns.

**26.13      Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Unit 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. Such grantee hereby expressly assumes and agrees to pay such assessments. However, upon request any such grantee and his mortgagee shall be entitled to a statement from the Board 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.



**26.14      Legal Actions.** In addition to the lien permitted by this Article, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the Unit Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

## **ARTICLE XXVII ADDITIONAL PROPERTY**

**27.01      Contemplated Annexation by Declarant.** Declarant is the owner in fee simple of the Additional Property. It is the desire of the Declarant to submit the Additional Property, together with the building(s) and other improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Ohio Condominium Act so that the same will become in all respects part of the Condominium Property.

**27.02      Reservation of Option to Expand.** Declarant hereby expressly reserves the option at any time during the Development Period, to take the action so contemplated in submitting all or any part of the Additional Property, together with the building(s) and other improvements to be built thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Ohio Condominium Act, so that the same will become, in all respects, part of the Condominium Property.

**27.03      Limitations on Declarant's Option.** Unless otherwise specified in this Article, there are no limitations on Declarant's option to annex or add the Additional Property to the Condominium Property. The consent of Unit Owners to annex or add such Additional Property is not required.

**27.04      Additional Property.** Declarant, in its absolute discretion, may annex or add all or any part of the Additional Property in whatever quantity, amount, sequence or order that it may determine. There are no limitations on Declarant as to the amount of the Additional Property to be added, the sequencing or order of such additions, nor as to the boundaries or size of such additions.

**27.05        Location and Type of Improvements.** Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the location of any improvements that may be made to any portion of the Additional Property, nor any restrictions as to the type and amount of improvements which must or may be made on the Additional Property by Declarant.

**27.06        Structures.** The structures to be constructed on the Additional Property shall be compatible with the existing structures on the Condominium Property in terms of quality of construction. The structures to be constructed on the Additional Property need not be compatible with the existing structures on the Condominium Property in terms of principal materials used, architectural style, size or elevation.

**27.07        Units.** There will be a maximum of 9 Units constructed on the Additional Property, with a density not to exceed four (4) Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

**27.08        Limited Common Elements.** Declarant reserves the right to designate any portion of the Additional Property as Limited Common Elements for the use and enjoyment of any Unit or Units to be constructed thereon.

**27.09        Substantial Completion.** All improvements on the Additional Property, when added, must be substantially completed.

**27.10        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 commercial units may be so created and added. There is no restriction on the use of the Additional Property or any portion thereof which is not added to the Condominium.

**27.11        Improvements other than Structures.** With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements, shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

**27.12        Successor Owner not Liable for Actions of Declarant.** A successor owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an Affiliate of the Developer and who is a *bona fide* purchaser of the

property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

**27.13      Procedures for Expansion.** 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 in the manner provided by the Condominium Act, of an Amendment that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

**27.14      Effects of Expansion.** Upon the filing for record of an Amendment adding all or any portion of the Additional Property to the Condominium Property:

(a) 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;

(b) The Unit Owner(s) 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;

(c) The Percentages of Ownership, as so expanded, shall be reallocated so that each Unit has a Percentage of Ownership including those originally submitted with this Declaration and those added after the date hereof; and

(d) 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.

## **ARTICLE XXVIII**

### **LIMITED WARRANTIES BY DECLARANT**

**28.01      Two (2) Year Limited Warranty.** The Declarant does hereby give and grant a two (2) year limited warranty covering the full cost of labor and materials for any repair or replacement of the roof and structural components and mechanical, electrical, plumbing and Common Elements serving the Condominium Property, occasioned or necessitated by a defect in material or workmanship.

**28.02      Commencement of Two (2) Year Limited Warranty.** The two (2) year limited warranty shall commence for the property submitted by this Declaration on the date the deed is filed for record following the sale of the first Unit to a purchaser in good faith for value.

**28.03      One (1) Year Limited Warranty.** The Declarant does hereby give and grant a one (1) year limited warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical or other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship performed by or for the Declarant.

**28.04      Commencement of One (1) Year Limited Warranty.** The one (1) year limited warranty shall commence on the date the deed or other evidence of ownership is filed for record following the Declarant's sale and conveyance of the Condominium Ownership Interest in the Unit to a purchaser in good faith for value.

**28.05      Appliances.** The valid assignment by the Declarant of the express and implied warranty of the manufacturer satisfies the Declarant's obligation with respect to ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances installed and furnished as part of the Unit by the Declarant. The one (1) year warranty is limited to the installation of the appliances.

**28.06      Assignment.** All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the Units or Common Elements shall be assigned to the Unit Owner or Association.

## **ARTICLE XXIX** **EMINENT DOMAIN**

**29.01      General.** If all or any part of the Condominium Property is taken, injured or destroyed by the exercise of the power of eminent domain, each affected Unit Owner and mortgagee shall be entitled to notice of the taking and to participate in the proceedings.

**29.02      Common Elements.** To the extent that an eminent domain taking affects the Common Elements, the Association shall represent the Unit Owners in such condemnation or in negotiations, settlements and agreements with the condemning authority for any acquisition of any part or all of the Common Elements, and each Unit Owner shall be deemed to have appointed the Association as his attorney-in-fact for such purpose.

**29.03      Damages.** Any damages for the taking, injury or destruction of the Common Elements shall be considered as a whole and shall be collected by the Association and distributed among the Unit Owners and among any mortgagees as their interests may appear in proportion to their Percentage of Ownership.



**29.04      Reallocation.** Any reallocation of the Percentage of Ownership after a partial taking shall be effected by an Amendment which shall require the approval of all Unit Owners affected by such reallocation and their mortgagees.

## **ARTICLE XXX**

### **MISCELLANEOUS PROVISIONS**

**30.01      Grantees and Incorporation Into Deeds.** Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**30.02      Removal.** Upon the removal of the Condominium Property from the provisions of the Ohio Condominium Act, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Unit, shall terminate and be of no further force nor effect.

**30.03      Non-Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

**30.04      Invalidity.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**30.05      Additional Consent Provisions.** In addition to any consent provisions set forth in the Condominium Organizational Documents, 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 appertains shall be required for the following:

(a)      An increase in assessments that raise the previously assessed amount by more than twenty-five percent (25%);

(b)      A reduction in the reserves for maintenance, repair or replacement of Common Element Improvements;

- (c) The imposition of any new restrictions affecting the leasing of a Unit;
- (d) The imposition of any new restrictions affecting the sale of a Unit;
- (e) The decision by the Association not to restore or repair any portion of the Condominium Property after damage or destruction or partial condemnation, or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
- (f) A substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units;
- (g) A decision by the Association to establish self-management if the professional management has been required previously by the Condominium Organizational Documents or by an Eligible Holder or by a Majority of Unit Owners.

**30.06 Additional Notice Provisions.** In addition to any notice provision set forth in the Condominium Organizational Documents, an Eligible Holder shall be provided with copies of the following related to the Unit secured by such first mortgage or to the Condominium in general:

- (a) A copy of any and all notices and other documents permitted or required by the Condominium Organizational Documents to be given to the Unit Owner;
- (b) A copy of any lien filed by the Association against a Unit;
- (c) Any proposed Amendment affecting a change in the boundaries of the Unit or in its exclusive easement rights appertaining thereto; in the interests of a Unit to the Common Element or its liability for the Common Expenses; the voting rights of a Unit or Unit Owner; or to the purposes to which any Unit or the Common Elements are restricted;
- (d) Any proposed termination of the Condominium;
- (e) Any condemnation loss or any casualty loss affecting a material portion of the Condominium or affecting a Unit;
- (f) Any delinquency in the payment of assessments exceeding sixty (60) days for a Unit;
- (g) Any lapse, cancellation or material modification of insurance coverage.

**30.07      Availability of Condominium Instruments and Financial Statements.** Upon request and at reasonable charge, the Association shall make available to any Unit Owner, lenders, first mortgage holders, and prospective purchasers, copies of the Condominium Instruments and the most recent audited financial statements of the Association if the latter has been prepared.

**30.08      No Adverse Action by Declarant.** That so long as said Declarant, his successors and assigns own one or more of the Units established and described herein, said Declarant, his successors and assigns shall be subject to the provisions of this Declaration and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

**30.09      Headings.** The heading of each Article 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.

**30.10      Liberal Construction.** The provisions of this 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.

**30.11      Deposits or Down Payments.** Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser or forfeited to the Developer, and that if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser or added to any forfeiture to the Developer.

**30.12      Developer's Interest in Common Elements.** Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Developer will not retain a property interest in any of the Common Elements after control of the Condominium is assumed by the Association.

**30.13      Rights and Obligations of Developer as a Unit Owner.** The Developer will assume the rights and obligations of a Unit Owner in its capacity as an owner of Condominium Ownership Interests not yet sold, including without limitation, the obligation to pay Common Expenses, including reserves, attaching to such interests from the date the Declaration is Recorded.

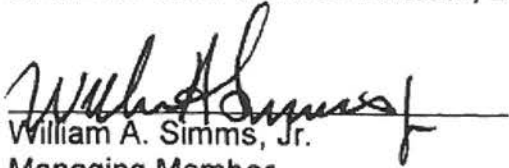
**30.14**        References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

**30.15**        Full Compliance. The Condominium has been created and exists in full compliance with the requirements of the Ohio Condominium Act, and all other applicable law.

**30.16**        Gender and Grammar. Any necessary grammatical changes required to make the provisions hereof apply either to corporations, limited liability companies, partnerships, trusts, individuals, male or female, shall in all cases be assumed as in each case fully expressed

**EXECUTED** on the date set forth in the acknowledgement of the signature below.

**MANDEL WAY CONDOMINIUM, LLC**

By:   
William A. Simms, Jr.  
Managing Member

**STATE OF OHIO, COUNTY OF MONTGOMERY, SS:**

The foregoing instrument was acknowledged before me this 22 day of SEPT, 2014 by William A. Simms, Jr., Managing Member of Mandel Way Condominium, LLC, an Ohio limited liability company, on behalf of such company.

  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

**HANS H. SOLTAU**  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

**HANS H. SOLTAU, Attorney at Law**  
Notary Public, State of Ohio  
My Commission Expires: 12/31/2016  
Section 14705 of R.C.



## EXHIBIT "A-1"

Situate in Section 29, Town 3, Range 5 M.Rs, Washington Township, Montgomery County, Ohio. Being Lots 2, 3 and 4 of Mandel Manor, Section 2 recorded in Plat Book 141, Page 4 and conveyed to Mandel Way Condominium, LLC. by I.R. Deed-11-039740 of the Plat and Deed Records of Montgomery County, Ohio, **EXCEPTING THEREFROM, THE FOLLOWING:**

Beginning at a 5/8" iron pin found at the northeast corner of said Lot 4 also being the northerly corner of Lot 5 of Watkins Glen, Section 1, recorded in Plat Book 99, Page 4 and on the south line of Lot 43 of Atchison Creek, Section Two recorded in Plat Book 157, Page 42 and being the ***True Point of Beginning***:

***Thence***, from said ***True Point of Beginning***, with the westerly lines of said Watkins Glen, Section 1, for the following three (3) courses:

- 1.) S 37°25'20"W, for a distance of 423.26 feet to a 5/8" iron pin found:
- 2.) S 28°10'30"W, for a distance of 270.18 feet to a 5/8" iron pin found:
- 3.) S 05°38'10"E, for a distance of 263.73 feet to a 5/8" iron pin found at the southwest corner of Lot 11 of said Watkins Glen, Section 1 and on the north line of Lot 37 (Park Lot) of said Watkins Glen, Section 1:

***Thence***, S 84°21'50"W, with the north line of said Lot 37 (Park Lot), for a distance of 212.64 feet to a 5/8" iron pin set for a new corner:

***Thence***, with a new division line through said Lot 2 of Mandel Manor, Section 2, for the following two (2) courses:

- 1.) N 01°35'20"W, for a distance of 62.32 feet to a 5/8" iron pin set for a new corner:
- 2.) N 14°14'56"E, for a distance of 241.77 feet to a 5/8" iron pin set for a new corner on the south line of said Lot 3 of Mandel Manor, Section 2:

***Thence***, with a new division line through said Lot 3 of Mandel Manor, Section 2, for the following two (2) courses:

- 1.) N 10°48'47"E, for a distance of 127.62 feet to a 5/8" iron pin set for a new corner:
- 2.) N 05°19'49"E, for a distance of 119.40 feet to a 5/8" iron pin set for a new corner on the south line of said Lot 4 of Mandel Manor, Section 2:

**Thence**, with a new division line through said Lot 4 of Mandel Manor, Section 2, for the following three (3) courses:

- 1.) N 13°35'16"E, for a distance of 22.25 feet to a 5/8" iron pin set for a new corner:
- 2.) N 38°34'27"E, for a distance of 202.14 feet to a 5/8" iron pin set for a new corner:
- 3.) N 06°01'40"W, for a distance of 99.99 feet to a 5/8" iron pin set for a new corner on the south line of a 2.015 acre parcel conveyed to Sugar Bend Home Owners Association by Deed M.F.#91-135A08:

**Thence**, N 83°58'20" E, with the south line of said 2.045 acre parcel and the south line of said Lot 43, for a distance of 358.89 feet to the **True Point of Beginning**, Containing 3.9629 acres. Subject to all legal conditions, easements and right-of-ways pertaining to the premises herein described. This description prepared by McDougall - Marsh Land Surveyors. Based on a field survey made by same in September 2014, under the direct supervision of Thomas K. Marsh P.S. #7735. All iron pins set are 30" x 5/8" capped "7735." Bearings are based on the north line of Lot 4 of Mandel manor, Section 2 as recorded in Plat Book 141, Page 4 of the Plat Records of Montgomery County, Ohio. Plat of Survey recorded in the Montgomery County Engineer's Record of Land Surveys, Volume 2014-\_\_\_\_\_.

Thomas K. Marsh P.S. #7735

Date: \_\_\_\_\_

## EXHIBIT "A-2"

Situate in Section 29, Town 3, Range 5 M.Rs, Washington Township, Montgomery County, Ohio. Being part of Lots 2, 3 and 4 of Mandel Manor, Section 2 recorded in Plat Book 141, Page 4 and conveyed to Mandel Way Condominium, LLC. by I.R. Deed-11-039740 of the Plat and Deed Records of Montgomery County, Ohio, and being a tract of land more particularly described as follows:

Beginning at a 5/8" iron pin found at the northeast corner of said Lot 4 also being the northerly corner of Lot 5 of Watkins Glen, Section 1, recorded in Plat Book 99, Page 4 and on the south line of Lot 43 of Atchison Creek, Section Two recorded in Plat Book 157, Page 42 and being the **True Point of Beginning**:

**Thence**, from said **True Point of Beginning**, with the westerly lines of said Watkins Glen, Section 1, for the following three (3) courses:

- 1.) S 37°25'20"W, for a distance of 423.26 feet to a 5/8" iron pin found:
- 2.) S 28°10'30"W, for a distance of 270.18 feet to a 5/8" iron pin found:
- 3.) S 05°38'10"E, for a distance of 263.73 feet to a 5/8" iron pin found at the southwest corner of Lot 11 of said Watkins Glen, Section 1 and on the north line of Lot 37 (Park Lot) of said Watkins Glen, Section 1:

**Thence**, S 84°21'50"W, with the north line of said Lot 37 (Park Lot), for a distance of 212.64 feet to a 5/8" iron pin set for a new corner:

**Thence**, with a new division line through said Lot 2 of Mandel Manor, Section 2, for the following two (2) courses:

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- 2.) N 14°14'56"E, for a distance of 241.77 feet to a 5/8" iron pin set for a new corner on the south line of said Lot 3 of Mandel Manor, Section 2:

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- 1.) N 10°48'47"E, for a distance of 127.62 feet to a 5/8" iron pin set for a new corner:
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- 1.) N 13°35'16"E, for a distance of 22.25 feet to a 5/8" iron pin set for a new corner:
- 2.) N 38°34'27"E, for a distance of 202.14 feet to a 5/8" iron pin set for a new corner:
- 3.) N 06°01'40"W, for a distance of 99.99 feet to a 5/8" iron pin set for a new corner on the south line of a 2.015 acre parcel conveyed to Sugar Bend Home Owners Association by Deed M.F.#91-135A08:

**Thence**, N 83°58'20" E, with the south line of said 2.045 acre parcel and the south line of said Lot 43, for a distance of 358.89 feet to the **True Point of Beginning**, Containing 3.9629 acres. Subject to all legal conditions, easements and right-of-ways pertaining to the premises herein described. This description prepared by McDougall - Marsh Land Surveyors. Based on a field survey made by same in September 2014, under the direct supervision of Thomas K. Marsh P.S. #7735. All iron pins set are 30" x 5/8" capped "7735." Bearings are based on the north line of Lot 4 of Mandel manor, Section 2 as recorded in Plat Book 141, Page 4 of the Plat Records of Montgomery County, Ohio. Plat of Survey recorded in the Montgomery County Engineer's Record of Land Surveys, Volume 2014-\_\_\_\_\_.

Thomas K. Marsh P.S. #7735

Date: \_\_\_\_\_