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DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

AND IMPOSING

COVENANTS' CONDITIONS AND RESTRICTIONS

FOR THE PROJECT KNOWN AS

FOX RUN CONDOMINIUM

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COVENANTS, CONDITIONS AND RESTRICTIONS

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FOX RUN CONDOMINIUM

THIS DECLARATION is made and entered into this 18th day of May, 1973, for the purposes of submitting certain real property hereinafter described and improvements, buildings and certain personal property constructed and located thereon to the provisions of Chapter 5311 of the Revised Code of Ohio as condominium property; for the purpose of dividing said condominium property into certain condominium units which may be conveyed to and owned by separate owners and into certain condominium common and/or limited common areas to be owned in common by the unit owners; and for the additional purpose of imposing certain covenants, conditions and restrictions upon said real estate, buildings and improvements.

RECITALS

Section 0.1. Identification of Developers. The real estate developer who is creating and imposing this plan for condominium ownership and who is placing said covenants, conditions and restrictions upon the real estate buildings and improvements subsequently described in this Declaration is as follows:

ROBERT W. BOOHER CONSTRUCTION CORPORATION, an Ohio corporation referred to hereinafter as the Declarant.

Section 0.2. Ownership of Fee Simple Title. The Declarant is the owner of the fee simple to all of the real property herein subjected to this plan for condominium ownership at the time this Declaration is executed and filed for record, as required by Ohio Revised Code Section 5311.02 which provides that in every instance real estate submitted to the Ohio condominium statutes must be either a fee simple estate or a ninety-nine year leasehold which is renewable forever.

Section 0.3. Legal Description of Property. The legal description of the real property and personal property subject to this plan for condominium ownership, as required to be included in this Declaration by Ohio Revised Code Section 5311.04 (B) (1), is set forth in Exhibit "A" attached hereto and made a part hereof.

Section 0.4. Name of Condominium. The name by which this condominium development shall be known, as required by Ohio Revised Code Section 5311.04 (B) (2) to be included in this Declaration, is set forth as part of the title on the previous page of this Declaration.

Section 0.5. Purposes of Condominium. The purpose or purposes of the condominium property and the units and commercial facilities (if any) situated thereon, all of which are required to be stated in the Declaration by Ohio Revised Code Section 5311.05 (B) (3), are as follows: to provide for individual ownership of the various units created by this condominium plan; to provide for co-ownership by the individual and separate owners of said units, as tenants in common, of all the remaining real property which is hereinafter defined and referred to as common and/or

limited common area within this condominium plan; to provide for the preservation of values of said units and the common and/or limited common area; to promote the benefit and well being of the owners of and residents upon the aforesaid real property and to provide for their enjoyment of ownership, use and occupancy. To accomplish the aforesaid purposes, the Declarant desires to subject the real estate and personal property described in Exhibit "A" to the following condominium plan and to the covenants, conditions and restrictions set forth therein.

Section 0.6. Restrictions Upon Use. The restrictions upon the use or uses of the condominium property and the units and commercial facilities (if any) situated thereon, as required by Ohio Revised Code Section 5311.05 (B) (3) to be stated in the Declaration, are set forth throughout this Declaration, particularly in Article IX hereof.

Section 0.7. Condominium Not a Sub-Division. As provided in the Ohio Revised Code Section 5311.02, neither the submission of this real estate to the provisions of the Ohio Condominium Statutes nor the conveyance or transfer of ownership of any Unit shall constitute a subdivision within the meaning of, or be subject to, Chapter 711 of the Revised Code of Ohio which deals with the subdivision and platting of real estate.

Section 0.8. Drawings Required by Ohio Law. Exhibits "B" and "C", consisting of a plot plan and certain drawings required by Ohio Law, are attached hereto and made a part hereof, and will be identified and referred to in subsequent sections of this Declaration.

CONDOMINIUM PLAN

and

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, the Declarant hereby makes and established the following plan for condominium ownership of the real property referred to in the above Recitals and the improvements and personal property located thereon pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio and hereby declares that all of said property – together with such additions to this Condominium Plan as may hereafter be made pursuant to the provisions of this Declaration by the annexation of additional real estate – shall be held, transferred, sold, conveyed, occupied and used subject to the terms, conditions and restrictions of this Declaration.

ARTICLE I

DEFINITIONS

As used in this Declaration or in any amendment to it the following words shall have the meaning set forth below; and, except as specifically provided herein, this Declaration and the condominium plan established by it shall be interpreted according to the definitions set forth in this Article.

Section 1.1. Condominium Property shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (A), the land, together with all buildings, improvements, and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property which have been submitted to the provisions of Chapter 5311 of the Revised Code of the State of Ohio through this condomimium plan, said real estate and personal proterty being described in Exhibit "A" of this Declaration and being sometimes referred to therein as the "property" or "properties". In the event that through the process of annexation or purchase other property of the same type is brought within the jurisdiction of this condominium plan, such other "property" shall also be included in this definition.

Section 1.2. "Common Areas and Facilities" shall mean, refer to and include the following parts of the condominium property, which may be referred to in this Declaration as "common area";

(a) The land described in Exhibit "A" to this Declaration.

(b) All other areas, facilities, places and structures situated on said land which are not part of a unit or part of the limited common area, including, but not limited to:

(1) The foundations, columns, girders, beams, supports, supporting walls, roofs, wiring, pipelines, halls, corridors, paved terraces, lobbies, stairs, proches, stairways, antenna systems, fire escapes, entrances, and exits of all buildings. Certain supporting walls and other items listed herein may be a part of a unit, to the extent shown as such on Exhibits "B" and "C";

(2) The yards, gardens, fences, parking areas, pipelines, carports and storage spaces;

(3) Installation of central services serving more than one unit such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating equipment;

(4) The tanks, pumps, motors, fans, swimming pool, compressors, ducts and, in general, all apparatus and installations existing for common use;

(5) All portions of any recreation building, party house or any pool situated on the common area;

(6) All personal property, fixtures, appliances and equipment situated on the common areas and facilities owned in common by the unit owners or by the Unit Owners Association.

(7) All other parts of the condominium property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which have been designated as common areas and facilities in the Declaration or exhibits attached thereto.

Section 1.3. "Common Expenses" shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (D), those expenses designated as such in Chapter 5311 of the Revised Code of Ohio, and in any event shall also include all expenditures of the Unit Owners Association in the performance of its duties and for administration, maintenance, operation, repair and replacement of the common area, including the creation of accounting reserves for anticipated common expenses to the extent the Unit Owners Association deems it appropriate to create such reserves, and any other expenditures defined or referred to as such in this Declaration. As required by Ohio Revised Code Section 5311.21, the common expenses shall be charged to the unit owners according to the percentages of interest in the common area of their respective units.

Section 1.4. "Common Profits" shall mean, refer to and include as provided in Ohio Revised Code Section 5311.01 (E), for any period of time, the amount by which the total income, rents, profits, receipts and revenues from the common area exceed the common expenses for such period. As required by Ohio Revised Code Section 5311.21, the common profits shall be distributed among the unit owners according to the percentage of interest in the common areas of the respective units; and the Association shall determine the time or times at which such distribution shall be made.

Section 1.5. "Unit" shall mean, refer to and include as provided in Ohio Revised Code Section 5311.01 (G), a part of the condominium property consisting of one or more rooms on one or more floors of a building or buildings, and in this condominium shall mean, refer to and include each residential living area depicted on Exhibit B, with detailed plans for each such residential living area being set forth in Exhibit C. The boundaries of each such unit shall in any event be the underside of the finished interior surface of its perimeter walls, floors and ceilings so as to include such finished surfaces within the unit, with the interior surface of windows and doors in the perimeter walls, and glass within such windows and doors, to be included as part of the unit. To the extent that supporting walls, fixtures, and other parts of the building within which the unit is constructed and which are necessary for the existence, support, maintenance, safety or comfort of any other part or unit of the condominium property are included within a unit, they shall be subject to the protective easements described in this Declaration and shall not be used to the detriment of any portion of the remainder of the total properties. The drawings attached to and made a part of this condominium Declaration and identified as Exhibit "B" set forth the ceiling and floor elevations as to each floor or level of each building and said elevations shall be deemed to set the boundaries of the upper and lower of all of the condominium units included herein.

Section 1.6. "Unit Owner" shall mean, refer to and include as provided in Ohio Revised Code Section 5311.01 (H), the person or persons, natural or artificial, owning the fee simple estate in a unit may be referred to in this Declaration as "owner"; and for the purposes of this condominium plan shall be deemed to include purchasers on land installment contracts as such instruments are defined in the Ohio Revised Code Chapter 5313; and shall be deemed to include contract sellers on other forms of executory contracts for the sale of a unit; but shall be deemed to excluse those holding record title or a similar interest merely as security for the performance of an obligation.

Section 1.7. "Limited Common Areas and Facilities" shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (I), the following portions of the common areas and facilities which portions are designated on Exhibit "C" and are hereby designated as being reserved for the use of certain units to the exclusion of all other units: All balconies and all front and rear porches and stoops contiguous with a unit, and having an entrance through a doorway directly into that particular unit and to no other unit. As limited common area, such balconies, porches and stoops shall be reserved for the exclusive use of that one unit to which they have an entrance.

Section 1.8. "Unit Owners Association" shall mean, refer to and include, as provided in Ohio Revised Code Section 5311.01 (J), the organization of all of the owners of units in this condominium development, and for the purposes of this development shall be deemed to be an Ohio non-profit corporation known as Fox Run Condominium Homeowners Association, Inc., and its successors and assigns. Said non-profit corporation (referred to hereinafter as the Association) shall administer the condominium property; shall receive payment of all assessments and of all income, rents, profits, receipts and revenues from the common area; shall pay the common expenses; and shall perform all duties required of it, and may exercise all powers given to it, under this Declaration, under its own Articles of Incorporation and under its own Bylaws. The Board of Trustees of said non-profit corporation shall constitute the Board of Managers referred to in Ohio Revised Code Section 5311.08 (B) and in other sections of the Ohio condominium statutes; the Association shall adopt bylaws as required by Ohio Revised Code Section 5311.08 (A); and it is hereby provided that said statutory section shall not control or limit the content of said Bylaws. In accordance with the provisions of Ohio Revised Code Section 5311.08 (A), however, no modifications of or amendment to said Bylaws shall be valid unless such amendment is set forth in an amendment to this Declaration and such amendment is thereafter filed for record in the same manner as the original Declaration itself was so filed.

ARTICLE II

DESCRIPTION OF UNITS AND BUILDINGS, NUMBER OF UNITS, DESCRIPTION OF COMMON AREA; PERCENTAGE INTEREST IN THE COMMON AREA

Section 2.1. Description of Units. The description of the various units of this condominium plan is in part contained in the definition of "unit" which is set forth in earlier parts of this Declaration. As required by Ohio Revised Code Section 5311.03 (A) each unit, together with its undivided interest and in the common area and limited common area, if any, shall for all purposes constitute real property and shall be deemed real estate within the meaning of all provisions of the Revised Code of Ohio. As is provided in Section 5311.03 (B) of said Code each unit owner is entitled to the exclusive fee simple ownership and possession of his unit and to ownership of the undivided interest in the common area and limited common area, if any, as is expressed subsequently in this Declaration, but ownership of a unit does not include exclusive fee simple ownership of the land on which the unit is built since such land is included within the common area. To comply with Ohio Revised Code 5311.05 (B) (5), each unit is separately designated by an identifying number as set forth on Exhibit "B", and said Exhibit "B" further shows that each unit has a direct exit to a public street or highway or to a common area leading to such a public street or highway, as required by Ohio Revised Code Section 5311.03 (C). The location of each unit is described on Exhibit "B" with the approximate area, number of rooms, layout and dimensions of each unit being set forth in Exhibit "C". In accordance with the language of Ohio Revised Code Section 5311.03 (E) ownership of a unit shall include the right to exclusive possession, use and enjoyment of the surfaces of all its perimeter walls, floors, ceilings and of all supporting walls, fixtures and other parts of the building within the boundaries of said unit, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorage the same. Each unit and its percentage of interest in the common area shall be

deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other unit or part of the condominium property shall be charged with the payment of such taxes and assessments, this being required by the Ohio Revised Code Section 5311.11. Every owner of a unit shall be subject to the restrictions on conveyance set forth in Ohio Revised Code Section 5311.12 which provides that no unit shall be conveyed until it has been released from the operation of all liens and encumbrances (excepting taxes and assessments of political subdivisions) which affect both such unit and any other part of the property, or until all such liens and encumbrances have been paid and satisfied.

Section 2.2. Description of Buildings. A general description of the building or buildings, stating the particular materials of construction and other information required by Ohio Revised Code Section 5311.05 (B)(4) is as follows: the principal materials used in construction are bricks and wooden framing in that the basic method of construction is brick and frame for the five (5) buildings which range from 1-1/2 to 2 stories in height. All of those five (5) buildings are of Williamsburg Colonial architectural style and will contain basements as depicted on Exhibit "C". The buildings are identified by number on Exhibit "B", with building number One containing eight (8) townhouse condominium units; and with all other buildings containing six (6) similar townhouse condominium units. Each condominium unit included in this plan has its own separate air conditioning and gas heating facilities and television antenna system.

Section 2.3. Number of Units. There will be a total of thirty-two (32) units contained in this condominium plan, each unit consisting of one of the 1-1/2 or two story townhouse units, the plans of which are attached hereto as Exhiblt "C".

Section 2.4. Description of Common Area. A description of the common area is in part contained in the definition of "common area" which is set forth in Section 1.2 of this Declaration. As depicted on Exhibit "B" the common area includes a swimming pool, gazebo and storage building, among other features. As required by Ohio Revised Code Section 5311.04 (A), the common area shall be owned by the unit owners as tennants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common area shall be maintainable, except as specifically provided in this Declaration, nor may any owner waive or release any rights in the common area. Each owner is entitled, as provided in Ohio Revised Code Section 5311.03 (B), to ownership of an undivided interest in the common area in such percentage as is expressed below in this Declaration; and in accordance with Ohio Revised Code Section 5311.04 (C), this percentage of interest shall not be altered except by an amendment to the Declaration unanimously approved by all owners affected. Further, the undivided interest in the common area shall not be separated from the unit to which is appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instruments of conveyance or encumbrance.

Section 2.5. Description of Limited Common Area. A description of the limited common area is in part contained in the definition of that phrase which is set forth in Section 1.7 of this Declaration. As provided by the Ohio Revised Code sections dealing with condominium law, such limited common area shall be a part of the common area and facilities of this condominium plan, with the only difference being that the portions designated as "limited" are reserved for the exclusive use of a particular unit.

Section 2.6. Percentage Interest in the Common Area. Under the provisions of Ohio Revised Code Section 5311.04 (B), the percentage of interest owned and held in the common area by the owner of each unit shall be determined by the proportion that the fair value of said unit bears to the aggregate value of all units having an interest in the common area. Based on that proportion, the thirty-two (32) units included within this condominium plan shall have the following percentage interests in the common area:

Unit	Percent	Unit	Percent	Unit	Percent	Unit	Percent
5831	2.94%	5847	2.77%	5863	3.24%	5879	3.24%
5833	3.24%	5849	2.94%	5865	3.44%	5881	2.94%
5835	2.94%	5851	3.44%	5867	2.94%	5883	3.44%
5837	2.94%	5853	3.24%	5869	3.44%	5885	2.77%
5839	3.24%	5855	2.94%	5871	2.77%	5887	2.94%
5841	3.44%	5857	3.24%	5873	2.94%	5889	3.44%
5843	2.94%	5859	2.94%	5875	3.44%	5891	2.77%
5845	3.44%	5861	2.94%	5877	3.24%	5893	3.44%

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTY

Section 3.1. Covenant of Unanimous Approval for Annexation.

(a) It is anticipated by the Declarant that the real estate described in Exhibit "A" will have annexed or added to it, within two years from the date this Declaration is recorded, certain contiguous real property as described in Exhibit "D", so as to make the additional property, any personal property situated thereon which exists for the common use of the unit owners, all improvements on said land, and all easements, rights and appurtenances belonging thereto a part of the condominium plan for the within condominium.

(b) By the time such annexation or addition occurs, one building containing four residential townhouse units will have been completed partially upon the land described in Exhibit "D" and partially upon a portion of lot 1017 as described in Exhibit "A" to this Declaration. A building will be constructed of the same type of materials, will be of the same architectural style, and will contain the same type of residential townhouse condominium units as the five buildings originally included in this Declaration.

(c) When the additional real estate is annexed to this condominium plan, the definitions and all other applicable terms, easements and provisions of this Declaration shall apply to and for the benefit of such land, any personal property situated thereon which exists for the common use of unit owners, all improvements on said real estate, and all easements, rights and appurtenances belonging thereto.

(d) The Declarant hereby reserves the right, at any time within a period of two years following the recording of this Declaration:

(1) To submit the real estate described in Exhibit "D" together with the aforesaid building containing four such additional townhouse units, all personal properties situated thereon which exists for the common use of unit owners, all improvements on said real estate, and all easements, rights and appurtenances belonging thereto, to the provisions of this Declaration (and thereby to the provisions of the Articles of Incorporation and By-Laws of the Unit Owners Associations) and of Chapter 5311 of the Revised Code of Ohio; and

(2) To amend this Declaration, in the manner provided in paragraph (f) of this Section 3.1, in such respects as Declarant may deem advisable in order to effectuate such submission, including, without limited the generality of the foregoing, the right to amend this Declaration so as to:

(A) Include the real estate described in Exhibit "D" and the improvements constructed thereon as part of the condominium property:

(B) Include a description of the building and units situated thereon and to add drawings thereof to Exhibits "B" and "C" of this Declaration;

(C) Provide that the owners of units in said building will have an interest in the common area of the condominium property, and to amend Section 2.6 of this Declaration so as to establish the percentage of interest in the common area which the owners of all units within all buildings on the condominium property will have at the time of such amendment, which percentage shall be, with respect to each unit, and proportioned at the fair value of each unit at the date said amendment is filed for record bears to the then aggregate value of all the units within all buildings on the condominium property, which determination shall be made by the Declarant and shall be conclusive and binding upon all unit owners.

(e) Declarant, on its own behalf as the owners of all units on the condominium property at the date this Declaration is recorded, and on behalf of all subsequent unit owners, hereby consents and approves, and each unit owner and his morgagees by the acceptance of a deed or by any other instrument of conveyance including transfers by operation of law, conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves the provisions of this Section 3.1 including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in paragraph (f) hereof; and all such unit owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts

as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

(f) Each unit owner and his respective mortgagees by acceptance of a deed or by any other instrument of conveyance, including transfers by operation of law, conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably consents to and approves any amendments to this Declaration executed by the Declarant which are necessary and appropriate to effectuate the provisions of this Section 3.1, and hereby irrevocably appoints Declarant as his attorney-in-fact, coupled with an interest, and authorizes and directs and empowers such attorney, at the option of the attorney in the event that Declarant exercises the rights reserved in this Section 3.1 to add to the condominium property as provided above, to execute, acknowledge and record for and in the name of such unit owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments. In exercising such power of attorney the Declarant shall act through the signature of its president or vice president together with its treasurer or secretary or assistant secretary, and the amendment described in this Section 3.1 must contain an affidavit by the president or vice president of the Declarant that a copy of the amendment has been mailed by certified mail to all unit owenrs and to all mortgagees having bona fide liens of record against any unit ownership.

ARTICLE IV

PROPERTY RIGHTS

Section 4.1. Rights in Common Areas. Each owner, together with his family and guests, may use the common area for all purposes for which is designed and intended and no owner may hinder or encroach upon the lawful rights of any other owner with regard to such use of the common area, as required by Ohio Revised Code Section 5311.04 (D), with the exception of limited common areas as described in this Declaration. Such rights to use the common area shall be subject to the limitations provided in Section 4.3 of this Declaration.

Section 4.2. Delegation of Use. Any owner may delegate, in accordance with and subject to all rules or regulations made by the Association and whether or not said rules or regulations have been made before or after such delegation, his rights and easements of enjoyment in and to the common area and other portions of the properties to the members of his family, his tenants, to contract purchasers and to guests.

Section 4.3. Easements of Enjoyment, and Limitations Thereon. Every owner shall have a non-exclusive easement of enjoyment in and to the common area, including but not limited to a right and easement of ingress and egress both vehicular and pedestrian, with each unit not having a direct exit to a public street or highway having such an easement of ingress and egress both vehicular and pedestrian over a portion of the common area to which the unit has a direct exit which common area in turn leads to such a public street or highway, in accordance with the requirements of Ohio Revised Code 5311.03 (C); and these easements of enjoyment shall be appurtenant to and pass with title to every unit, subject to the following provisions and limitations:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational, parking, carport or other facility or equipment situated upon the common area and to make reasonable rules and regulations through majority vote of the Trustees concerning the use of the common area and any facilities and equipment thereon. The Association shall have the right to impose different user fees for guests as opposed to user fees for members, shall have the right to limit guests and the manner and frequency of their use of the property, and to make all reasonable rules and regulations for the use and management of the common area. Provided, however, that in no way shall any such fees, rules or regulations differentiate between the owner of any unit and a tenant who may occupy a unit. It is intended that any owner(s) may rent or lease his unit and may, in accordance with the provisions of Section 4.2 of this Declaration, delegate his owner's rights and easements of enjoyment in and to the common area and other portions of the property to such tenants; and to the extent of such delegation any such tenants shall stand in the place of such owner(s) and shall be deemed to be exercising the rights

of a member of the Association as to the use of the properties. All rules and regulations made by the Association shall be available in an up-to-date form in the office of the Association.

(b) The right of the Association to suspend any owner's voting rights and/or right to use any or all recreational, parking and other facilities for equipment situated on the common area or Association property for any period during which any assessment against his unit remains unpaid, and for a period during which any assessment against his unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the provisions of this Declaration, the Articles of Incorporation or the By-laws of the Association or of its rules and regulations. Such suspension shall affect not only the owner but also any person to whom he has delegated his rights or easements. If an owner's rights and easements are so suspended, neither that owner nor his family, tenants, contract purchasers or any person to whom he has delegated his rights or easements may avoid such suspension by exercising use rights and easements delegated from another owner.

(c) The right of the Association to enter into agreements with agents or independent contractors for operation and/or maintenance of all or any portion of the common area and to permit the use of the common area by non-members (who do not hold delegated use rights from an owner) on a fee basis, but only to the extent that such action, in the opinion of the Board of Trustees of the Association voting in its usual manner, does not create a substantial interference with the rights and easements of unit owners in and to the common area and facilities. Such use of the facilities by non-members shall be subject to payment of appropriate fees and to all provisions of the rules and regulations of the Association.

(d) The right of unit owners to mortgage their interest in the common area, to the extent that a mortgage or any individual unit carries with it a mortgage upon that unit's interest in the common area.

(e) The right of individual units to the exclusive use of one or more parking spaces situated on the common area as depicted on Exhibit "B". Such exclusive use rights in the common area shall arise only to the extent that the Association has, by action of the Board of Trustees voting in its usual manner, designated any such parking spaces as being for the exclusive use of units contained within this condominium plan. Such designation shall be a part of the written records of the Association and a copy thereof shall be attached to the rules and regulations of the Association so as to be available for inspection in the office of the Association. Such right to the exclusive use of any one or more parking spaces on the common area shall be subject to the possibility of user fees and to the possibility of suspension of user rights under the terms of this Declaration.

(f) Any and all admission fees, user fees or other charges billed by the Association under the provision of this Article may be billed with the monthly assessment for the unit involved, and need not be separately accounted for by the Association.

(g) No portion of the common area shall be used for parking except to the extent that parking spaces thereon have been designated by the Associaiton, whether for exclusive use or otherwise, in the same manner as described above with regard to the creation of exclusive parking rights on the common area.

(h) The right of the Declarant to use a portion of the common area on lot 1017 of the real estate described in Exhibit "A", in conjunction with the real property described in Exhibit "D", for the construction of the additional building which will contain four additional townhouse residential units, all as described and referred to in Section 3.1 of this Declaration.

ARTICLE V

MEMBERS AND THEIR VOTING RIGHTS

Section 5.1. Every Owner a Member. Every Owner of a unit which is subject to assessment shall be a member of the Association which shall administer the common area, as is required by 5300.05 (B) (7). Membership shall be

appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section 5.2. Classes of Voting Membership. The Association shall have two classes of voting membership with all voting rights and the exercise thereof being apportioned and exercised as provided herein and not in the manner described by Ohio Revised Code Section 5311.22 (A).

Class A. Class A members shall be all Owners (with the exception of the Declarant for as long as Class B membership exists) and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members.

Class B. The sole Class B member shall be the Declarant and, there being no restriction in the State of Ohio as to the number of votes which each member may possess, such member shall be entitled to one vote for each unit owned, but in no event less than such number of votes as will constitute ninety-five (95%) percent of the total voting power of the Association. The Class B membership shall cease to exist and shall be converted to Class A membership with one vote for each unit owned on the occurrence of either of the following events, whichever happens earlier:

(a) When ninety-five (95%) percent of the condominium units included herein have been sold by the Declarant and conveyed to individual unit owners; or

(b) When the period of time of three (3) years has expired from and after the date this Declaration is recorded.

Provided, however, that if additional land is annexed to this condominium plan so as to create an additional number of units of such an amount that the proportion of units sold and conveyed is decreased below ninety-five (95%) percent, the Class B membership shall be re-created automatically in the same manner and in the same condition as that in which it had existed originally, despite the fact that at an earlier date the Class B membership may have been terminated by sale of ninety-five (95%) percent of the previous number of condominium units. Provided, further, that nothing herein shall be construed to prohibit the Class B member from converting all or part of its Class B membership and ninety-five (95%) percent minimum voting rights to Class A membership with the results set forth above at any time before the occurrence of either even referred to above, by written statement executed by the Declarant and delivered to the Association.

Section 5.3. Fiduciaries, Minors, Joint Ownership. As required by Ohio Revised Code 5311.22 (B), fiduciaries and minors who are owners of record of a unit or units may vote their respective interests as unit owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a unit, each may exercise such proportion of the voting power of all owners of his unit which is equivalent to his proportionate interest in the unit, but in no event shall more than one vote be cast with respect to any unit owned by Class A members.

Section 5.4. Fiduciary Voting. Under the terms of the Ohio Revised Code Section 5311.22 (C) when any person has furnished to the Association proof, satisfactory to the Association, of his appointment and qualification as: executor under the last will of a deceased Unit Owner; an Administrator of the estate of such a Unit Owner; a guardian, committee or conservator of the estate of a ward or incompetent who is a Unit Owner; a trustee in bankruptcy of such a Unit Owner; or a statutory or judicial receiver or liquidator of the estate or affairs of such a Unit Owner; an assignee for the benefit of creditors of a Unit Owner; such fiduciary may vote as though he were the Unit Owner. Further, as provided by Ohio Revised Code Section 5311.22 (D), when any other fiduciary or representative of a Unit Owner has furnished to the Association, proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner.

ARTICLE VI

COVENANT FOR ASSESSMENTS; LIEN FOR ASSESSMENTS

Section 6.1. Creation of a Lien and Personal Obligation for Assessments. The Declarant for each Unit owned within the Properties hereby covenants and agrees to pay, and each Owner of any Unit by acceptance of any right, title or interest therein (whether or not it shall be so expressed in the instrument of conveyance, will or other matter granting him such right, title or interest) is deemed to covenant and agree to pay, to the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special individual unit assessments for such expenses as are hereinafter provided for in the Article dealing with and entitled Maintenance. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. Annual and both types of special assessments together with interest thereon, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the property against which each such assessment is made as is required by and according to the provisions of Ohio Revised Code Section 5311.18. Such lien shall arise and run from the time at which any assessment remains unpaid for ten days after the same has become due and payable, and from the time a certificate for said lien is filed as hereinafter provided.

(a) As is provided in Ohio Revised Code Section 5311.18, when an assessment remains unpaid for ten days after the same has become due and apyable, a certificate of lien for said assessments shall be filed with the Recorder in the County or Counties in which the condominium property is located pursuant to the authroziation given by the Board of Trustees. Such certificate shall contain a description of the unit against which the line exists, the name of the record owner thereof, and the amount of such unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

(b) The lien provided for in this Section shall remain valid for a period of five years from the date it was created and arose, as provided in Ohio Revised Code Section 5311.18, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge such lien as provided.

(c) Any owner who believes that the assessments chargeable to his unit, for which a certificate of lien has been filed by the Association as described above, have been improperly charged against him or his unit may bring an action in a court of common pleas of the county in which all or part of the condominium property is situated for the discharge fo such lien. In any such action, if it is finally determined that such portion of the common expenses has been improperly charged to such owner or his unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien, as is provided by Ohio Revised Code Section 5311.18 (C).

Such assessment; together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 6.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area and of the units situated upon the Properties, as provided in this Declaration. More particularly,the assessments shall be used:

(a) As to the annual assessments, to pay common expenses as follows: the general maintenance services as described in the article herein dealing with maintenance; the operation Management and administration and repair of the common area, the payment of liability insurance for the common area and other insurance premiums as may be provided in this Declaration, the payment of any utility charges for any portion of the porperties not individually metered to a particular unit and limited to utilities consumed by that unit, and all facets of the operation, management and administration of the Association, including but not limited to the payment of such items of expense as lawn care, landscaping, care of trees and shrubbery, repair and maintenance of all property owned by the Association and of all common area, repair and maintenance of paved surfaces, the removal of snow from such areas as may be designated by the Association, and other similar items of expense.

(b) As to special assessments or charges for capital improvements, to pay for such items of expense as are described or referred to in Section 6.4 of this Declaration.

(c) As to special individual unit assessments, to pay for such individual unit maintenance and repair services as are described in the Article dealing with Maintenance.

Section 6.3. Maximum Annual Assessment. Until January 1, 1974 the maximum annual assessment per unit shall be as set forth below and shall be due in monthly installments payable in advance on the first day of each calendar month in the amount set forth below:

Identified on the basis of the unit numbers previously referred to in this Declaration and set forth on the plans attached as Exhibit "C", the assessments shall be as follows:

Unit Number	Annual Assessment	Monthly Installment
5831	$315.48	$26.29
5833	$347.64	$28.97
5835	$315.48	$26.29
5837	$315.48	$26.29
5839	$347.64	$28.97
5841	$369.12	$30.76
5843	$315.48	$26.29
5845	$369.12	$30.76
5847	$297.24	$24.77
5849	$315.48	$26.29
5851	$369.12	$30.76
5853	$347.64	$28.97
5855	$315.48	$26.29
5857	$347.64	$28.97
5859	$315.48	$26.29
5861	$315.48	$26.29
5863	$347.64	$28.97
5865	$368.12	$30.76
5867	$315.48	$26.29
5869	$369.12	$30.76
5871	$297.24	$24.77
5873	$315.48	$26.29
5875	$369.12	$30.76
5877	$347.64	$28.97
5879	$347.64	$28.97
5881	$315.48	$26.29
5883	$369.12	$30.76
5885	$297.24	$24.77
5887	$315.48	$26.29
5889	$369.12	$30.76
5891	$297.24	$24.77
5893	$369.12	$30.76

(a) From and after January 1, 1974 the maximum annual assessment and montly installment for each unit may be increased by the Trustees of the Association by an amount not more than six (6%) percent above the maximum such assessment for said unit as set forth above. In each subsequent year, on the first of each such year, the Trustees may put into effect additional increases in assessments, limited in each year to six (6%) percent above the maximum assessment in effect for the previous calendar year.

(b) From and after January 1, 1974 the maximum annual assessment may be increased by amounts exceeding the six (6%) percent limitation described in subparagraph (a) above, but only by a vote of the majority of the voting power of the Association at a meeting duly called for that purpose.

(c) At any time and from time to time, the Board of Trustees may fix the annual and monthly assessments at any amount lower than the maximum annual assessment provided for herein or provided for by the Board of Trustees, and the fact that such annual assessments have been fixed at a lower rate shall not alter the fact that a higher permitted level of maximum annual assessment is then authorized.

Section 6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments applicable to that year only for the following purposes: (a) defraying part or all of the common expenses as to the cost of reconstruction, repair, or replacement of capital improvements on the common area, and the construction or purchase of new capital improvements, in each instance including personal property and fixtures; (b) defraying costs of repair and restoration as referred to in Section 12.4 below; (c) paying any extraordinary fees and expenses of the insurance trustee as referred to in Section 12.9 below; and making any repayment to a mortgagee for purchase of insurance as referred to in Section 12.10 of this Declaration. Such special assessments for capital improvements may be levied only upon the affirmative vote of a majority of the voting power of the Association, except as provided to the contrary in Section 12.9 of this Declaration.

Section 6.5. Uniform Rate of Assessment. Both annual assessments and special assessments for capital improvements must be fixed at a uniform rate for all similar units, and in the event the annual assessments are to be paid on some basis other than the monthly installments as referred to in Section 6.3 above, such other basis and such other due dates shall be established in writing by the Trustees, with a copy of such writing mailed to the last known address of each owner of each unit, and if a copy of such writing being available for inspection in the office of the Association. Provided, however, that with regard to units which have not yet been sold by the Declarant, the annual assessment shall commence when such units are substantially completed and ready for occupancy as determined by the Trustees of the Association, and may be fixed by the Trustees at twenty (20%) percent of the annual assessment fixed for units which have been sold, with the proviso that this reduced rate of annual assessment for unsold units may continue for a period no longer than nine months or until such unsold units are first occupied by tenants, at which time such unsold units shall begin to bear the full annual assessment, whichever occurs earlier.

Section 6.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Units on the first day of the first month following the sale of the first unit to an owner other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the amount of the annual assessments shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments on a specified Unit have been paid and the amount of unpaid assessments.

Section 6.7. Effect of Nonpayment of Assessments: Remedies of the Association. A five dollar ($5.00) late charge shall be added to and become a part of any assessment installment not paid to and received by the Association within fifteen (15) calendar days after the due date for such installment. Eight percent interest shall be computed monthly on any assessment installment not paid to and received by the Association within thirty days after the due date for such installment commencing with said due date, and unpaid interest shall become a part of the assessment installment due for the next succeeding month. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may bring an action to foreclose the lien in the manner required by Ohio Revised Code Section 5311.18 (B) as authorized by the Board of Trustees. In any such foreclosure action, the Owner of the Unit affected shall be required to pay a reasonable rental for said unit during the pendancy of such action, and the Association as Plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action the Association is entitled to become a purchaser at the foreclosure. In any action at law or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the common area or by abandonment of his unit.

Section 6.8. Subordination of the Lien to Mortgages. The position of the lien for assessments as to subordination is regulated by Ohio Revised Code Section 5311.18 (B) which provides that such lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Sale or transfer of any Unit shall not affect the assessment line. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which came due prior to such sale or transfer. Provided, however, that such assessment paymen which came due prior to such sale or transfer, having been secured by the assessment lien, shall be entitled to payment out of any fund created through the mortgage foreclosure or proceeding in lieu thereof, to the extent that monies are remaining

in said fund after any first mortgage obligation including Court costs shall have been paid in full from said fund, and after real estate taxes and assessments have been paid from said fund. No sale or transfer shall relieve any such unit from such liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.9. Payment for Insurance and Utilities. As described in a subsequent portion of this Declaration, the Association shall purchase certain insurance policies upon the condominium properties, and premiums paid by the Association to purchase such policies shall be a common expense and shall be paid as such by the Association, and the Association shall obtain the funds to pay for said insurance through its annual assessments. The assessments may also be used to pay any charges for water, sewer, other utilities and/or services to any building or unit on the premises or improvement thereon which does not have a separate meter or a separate accounting procedure for such utilities and/or services.

ARTICLE VII

MAINTENANCE

Section 7.1. General Maintenance. The Association shall maintain, repair and operate all common areas and utilities and equipment thereon. The Association shall also provide maintenance and repair to the exterior of all buildings and structures including but not limited to painting, repair and replacement of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements excluding glass surfaces. No maintenance or repair of any portion of a unit shall be authorized unless the same is necessary in the opinion of the Board of Trustees on the basis of protecting the public safety or residence and/or visitors to the properties or to prevent or avoid damage to or destruction of any party, portion or aspect of value of the properties, in accordance with the provisions of Ohio Revised Code Section 5311.03 (F). Provided, however, that the following areas shall not be included in the general maintenance to be performed by the Association as described herein, but shall be maintained by the unit owner instead: glass surfaces and the substance of any glass or light fixtures which constitutes or is attached to a portion of the exterior of the building.

Section 7.2. Negligent or Intentional Act: Failure to Act. In the event that the need for maintenance or repair of any portion of the property, including either common area and/or unit(s), is caused by the negligent or intentional act or failure to act of any owner or resident of any other unit within the property, or of persons holding delegated user rights from any such owner, the cost of such maintenance and repair shall constitute an assessment against the unit owned by such owner or occupied by such persons. The determination that such maintenance or repair is necessary shall be made by a majority of the Trustees on the basis of protecting the public safety of residents or visitors to the properties or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the properties as required by Ohio Revised Code Section 5311.03 (F). This type of assessment shall be known as the Special Individual Unit Assessment as referred to above in this Declaration.

Section 7.3. Individual Unit Maintenance. Maintenance of all portions of the property purchased by an owner as a unit shall be the responsibility of such owner except to any extent specifically stated herein to be the responsibility of the Association. In the event an owner of any unit shall fail to maintain any portion of his unit to such an extent that in the opinion of the Board of Trustees the conditions require maintenance, repair or service for purposes of protecting the public safety of residents in or visitors to the properties or to prevent or avoid damage to or destruction of any part, portion, or aspect of the value of the properties, the Association shall have the right through its agents and employees and after approval of a majority of the Board of Trustees to enter upon said unit and to maintain, repair and service the same. The cost of such maintenance, repair or service shall be added to and become a part of the assessment to which such unit is subject. This type of assessment also shall be known as the Special Individual Unit Assessment as referred to above in this Declaration.

Section 7.4. Rehabilitation; Duty to Make Repairs; No Partition Sale.

(a) As provided by Ohio Revised Code 5311.15 the Association may decide that the condominium property

is obsolete in whole or in part and elect to have the same renewed and rehabilitated, but this shall require the affirmative vote of all unit owners. In the event of such a vote, the procedures required by said statutory section shall be followed and the Board of Trustees shall proceed with such renewal and rehabilitation and the cost thereof shall be a common expense and shall constitute a special assessment for capital improvements as referred to elsewhere in this Declaration.

(b) In the event of damage to or destruction of all or any part of the common area, such damage or destruction shall be repaired and restored promptly by the Board of Trustees, as is directed by Ohio Revised Code Section 5311.14 (A); and the same duty shall exist with regard to repair and restoration of damage to or destruction of all or any part of the units.

(c) Ohio Revised Code Section 5311.14 (B) would permit the owners, upon a 75% vote, not to make necessary repairs or restoration to damage or destruction of the common area and thereby make the condominium subject to an action upon partition at the suit of any unit owner; but it is expressly provided in this Declaration that no such vote or any vote whatsoever may make the condominium property subject to such a partition action. A partition action may be instituted only after a complete termination of the condominium plan and removal of all property from that plan, as provided for in Section 14.3 of this Declaration.

ARTICLE VIII

GRANTS AND RESERVATIONS OF EASEMENTS

Section 8.1. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and as easement to, over and through all of the properties, including each Unit as provided in Ohio Revised Code Section 5311.03 (F), for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, operation, repair, restoration and/or servicing of any items, units, things or areas of or on the properties 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.

Section 8.2. Easement of Encroachments. Each building, all utility lines, and all other improvements as originally constructed and as added to this condominium plan through annexation of the land described in Exhibit D and the building and improvements to be constructed thereon and on Lot 1017 shall have an easement to encroach upon any unit and upon the common areas as originally constructed and laid out; and all common areas and all units shall have a reciprocal easement for encroachment upon the other with regard to overhangs in the design; deviations in construction from the condominium plans contained in this Declaration, as a result of the location of building, utility lines or other improvements across boundary lines between and among units and/or the common area, or as a result of building or improvement movement or alteration or additions from time to time, providing that such alterations or additions have received architectural approval as required by this Declaration.

Section 8.3. Easement for Support. Every portion of the building of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties contributing to the support of any other item or portion of the properties contributing to the support of any other item or portion of an item referred to herein including the real estate described in Exhibit D and the building and improvements to be constructed thereon and on Lot 1017 shall be burdened with an easement of support for the benefit of any such other item or portion thereof.

Section 8.4. Utility Easements. Every portion of a building, of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties through, over, or along which it is necessary or appropriate to run conduits, pipelines, ducts, plumbing, poles, transformers, wiring, or any other facilities necessary or incidental to the furnishing of utility services to any portion whatsoever of the properties, including the real estate described in Exhibit D and the building and improvements to be constructed thereon and on Lot 1017, during the original construction period and during any subsequent period of use of the properties, shall be burdened with an easement for the installation, maintenance, repair, continuous usage, and servicing of all such conduits, pipelines, ducts, etc. as set forth above in this paragraph.

Section 8.5. Construction and Development Easement. Every portion of a building, of a utility easement and/or utility facilities, of any improvement, of any unit, and any portion of the properties shall be burdened with an easement of ingress and egress and of usage for the purpose of construction and/or development of any portion of the properties or any improvement thereon, to the extent that such construction and/or development has been approved by the Trustees of the Association or to the extent that such construction and/or developtment is approved in advance by the terms of this Declaration, as is the case with regard to the building and improvements to be constructed partially on Lot 1017 and partially on the real estate described in Exhibit D.

ARTICLE IX

USE RESTRICTIONS

Section 9.1. Residence Usage. No unit shall be used for any purpose other than as a residence site as provided in this Article:

(a) For a single family meaning a group of one or more persons each of whom is related to the other by blood, marriage or adoption and all of whom are living together and maintaining a common household, but excluding more than one married couple and excluding two or more parents (not married to each other and not themselves parent and child) who have their children or stepchildren living with them.

(b) In the alternative, as a residence site for persons who do not constitute such a "family" but subject to the following restrictions on the total number of persons (including children) occupying any unit: Any two bedroom unit may be used or occupied by no more than three (3) persons; and any three bedroom unit by no more than four (4) persons, until and unless the Association adopts rules or regulations altering this requirement by a vote of the Trustees of said Association.

Section 9.2. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the owners of units, it is hereby provided that no boarders or roomers shall be permitted.

Section 9.3. Home Occupation. The restriction above to the use of any Unit as a single family residence shall not prohibit the conduct of a "home occupation" or profession carried on by residents permitted to reside on the premises under Section 9.1 of this Declaration and in connection with which (a) there is used no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence dwelling; (b) there is no commodity sold or services dispensed upon the premises; (c) no person is employed other than residents permitted to reside in that unit under Section 9.1 above: and (d) no mechanical or electrical equipment is used except such is permissible for an is customarily found in purely domestic or household premises for the family residing therein. A professional person may use his residence for infrequent consultation, emergency treatment, or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick-up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conduct of other businesses or enterprises which are precluded by other sections of this Declaration.

Section 9.4. Additional Structures. No additional and/or accessory structures of any nature whatsoever shall be erected upon the common or limited common area in addition to the buildings and other improvements on said premises on the date this Declaration is recorded, other than reaosnably similar replacements thereof approved in advance by the Association or its Architectural Committee or any carports or additional structures or improvements approved by the Association.

Section 9.5. Parking. No uncovered parking spaces on the properties shall be used for the parking of any trailer, truck or boat as defined in this Declaration. The words "trailer" and/or "truck" shall mean and include every

trailer coach, house trailer, mobile home, motor home, automobile trailer, van, truck, camper or any similar vehicle, whether or not self-propelled which is constructed or which exists for the purpose of human habitation, storage, or the conveyance of goods, machinery, boats, vehicles, tools, equipment or similar items, whether resting on wheels, jacks, tires or other foundation as long as it is constructed so that it is, or may be, mounted upon wheels or some transportation device. The word "boat" shall mean and include every type of structure or assemblage of materials which is constructed or which exists for the purpose of floating upon water and conveying persons, goods, machinery, vehicles, tools, equipment or similar items. Provided, however, that nothing contained herein shall prohibit the parking upon such uncovered parking spaces of operative passenger cars, motorcycles, motor bikes or pick-up trucks of one-half ton capacity or under. This section shall not apply so as to interfere with normal construction procedures in the completion of any work remaining to be done on the units or common property, or with maintenance required under this Declaration. All prohibitions and restrictions herein are subject to variances which may be granted by the Association, and the granting or denial of any variance application shall not create any precedent for future applications.

Section 9.6. Nuisances. No noxious or offensive activities ahll be carried on upon the unit or upon the common area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.7. Signs. No signs of any kind shall be displayed to the public view on the properties by any person, firm or organization except those:

(a) On the common areas and approved in advance by the Trustees;

(b) Regarding and regulating the use of the common areas and approved in advance by the Trustees.

(c) Used by the Declarant to advertise any unit for sale or rent during the time Declarant's Class B membership in the Association exists.

This section shall specifically preclude, among others, signs advertising any unit(s) as being for sale or for rent, other than as permitted by sub-paragraph (c) above.

Section 9.8. Exterior Wiring, Antennas or Installations. No exterior wiring, lighting or antennas shall be permitted on the exterior portion of any building or improvement situated upon the premises except as may have been erected or used by the Declarant as part of the original construction. No air conditioning or other type of installation or equipment shall be installed or permitted to appear on the exterior of any building or protrude through the walls, roof or window area of any building or any unit, except as may have been installed by or for the Declarant as part of the original construction. All prohibitions herein are subject to variances which may be granted by the Association, and the granting or denial of any variance application shall not create any precedent for future application.

Section 9.9. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the properties by any owner or resident of or in any unit or by any other person, except that dogs, cats and other household pets may be kept in and upon units (to the extent permitted by previously existing plat or land restrictions, if any) subject to the following provisions:

(a) Such pets may not be kept in or upon any unit, temporarily or permanently, for any commercial purpose;

(b) Such pets shall not run loose on portions of the properties other than the unit in which kept, and while on any other portion of the properties shall be kept upon a leash or other similar physical restraint;

(c) Whether or not on a leash, such pets shall not relieve body wastes upon any portion of the properties except that unit in which they are kept.

(d) It is understood that the enjoyment of the properties by all owners and residents thereof, and the success of this condominium development, might be jeopardized by violations of these conditions; accordingly, the Trustees may by majority vote, after three violations require that any certain pet(s) be removed permanently from the properties and the owner of the unit wherein the pet or its owner or keeper resides shall have a period of thirty days to comply with such decisions of the Trustees.

(e) The owner of a unit which has such pet(s) kept in or upon it, or in which the owner or keeper of such pet(s) resides, and not residents or the owners of any other part of the properties, shall bear all risks which result from the presence of pets. Accordingly, such owner shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such

pets, and due care or absence of negligence shall not constitute a defense.

(f) In the event the Trustees are unable to enforce the within restrictions and controls upon pets without legal proceedings all expenses and costs incurred by the Association in such a legal proceeding, including the preparation therefore and including all attorney's fees, shall constitute an assessment against the unit wherein the pet or its owner or keeper resides and shall be deemed to be a Special Individual Unit Assessment as referred to above in this Declaration.

Section 9.10. Trash, Storage. All trash, rubbish, garbage and other materials being thrown away or disposed of by unit owners or residents on the properties must be placed in the large trash dumpsters which are located on the premises, and such dumpsters shall be provided by the Declarant and maintained by the Association. The outdoor placement or storage, other than by the Association itself, of materials, equipment, clothing or any other items on any portion of the common or limited common area shall be prohibited; with the proviso that placement or storage of milk boxes and patio furniture on the limited common area by the persons entitled to the exclusive use of such area may be permitted without the necessity of a variance granted by the Association. Because of the hazards of fire, the storage or disposal on the property of highly flammable or explosive matter (other than the aforementioned trash, rubbish, or garbage to be placed within the dumpsters) is prohibited. Provided, however, that this section shall not apply so as to interfere with normal construction or maintenance activities in the construction, development or maintenance of any part of the properties, as authorized by the Association.

Section 9.11. Temporary Structures. No structure of a temporary character, shack, shed, tent, locker or other out-building shall be used on the common or limited common area on a temporary or permanent basis unless approved under the provisions of this Declaration relating to architectural control. Provided, however, that this section shall not apply so as to interfere with normal construction or maintenance activities in the construction, development or maintenance of any part of the properties, as authorized by the Association or this Declaration.

Section 9.12. Clothes Lines; Offensive Devices. No exterior clothes line or hanging device and no device or item offensive in its appearance, operation or location in the reasonable judgment of the Trustees shall be permitted on the property.

Section 9.13. Open Fires. No open fires shall be permitted on the property, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the property.

Section 9.14. Interference with Maintenance by Association. No owner or resident of any portion of the properties shall have, claim or exercise any right to maintain, alter the appearance or improve any areas or surfaces of the properties maintained by the Association under the provisions of this Declaration.

Section 9.15. Rules and Regulations. The listing of the specific use restrictions set forth above shall not bar the Association from making reasonable rules and regulations which place additional or different use restrictions on the property and/or which permit variances from these use restrictions to be granted by the Association and establish reasonable procedures and standards for such variances.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties (excepting any original construction or development by the Declarant) nor shall any exterior addition to or change or alteration therein be made (except by Declarant) until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Trustees,

in the event the Trustees have chosen to appoint such a committee. In the event the Trustees, or said committee, fail to approve such plans and specifications within sixty (60) days after their submission, said plans and specifications shall be deemed to have been disapproved. Nothing in this Article shall be deemed to authorize any construction on, addition to, or change in the properties, which would be prohibited by other portions of this Declaration.

ARTICLE XI

ARBITRATION

In the event any dispute arises between or among owenrs of condominium units involving or concerning rights ot use or enjoy any portion of the properties, concerning damage to any portion of the properties, or concerning the interpretation or application of any language of this Declaration, of the By-Laws of the Association, or of the Articles of Incorporation of the Association, the Trustees of the Association shall serve as arbitrators to resolve the dispute and the decision shall be by majority vote. Each of the owners involved shall have the right to present his or her position to the arbitrators in accordance with such procedural rules as the arbitrators-Trustees make at that time or from time to time. In addition, said arbitrators-Trustees shall have the right to act as fact-finders in that they may consult with any of the owners independently and at any time, and may gather facts and additional information from any other sources whatsoever so as to assist them in arriving at a decision. By the acceptance of any right, title or interest in or to a unit each owner agrees to the above arbitration procedure and waives his right to contest the decision of the arbitrators in court and his right to by-pass the arbitration proceeding by filing a lawsuit in any city, state or in the federal courts system, so that disputes of the nature described herein shall be heard and decided by such arbitrators with neither party being put to the expense of an original action in the court system or of an appeal to said court system.

ARTICLE XII

INSURANCE

Section 12.1. Mandatory Insurance Thorugh Association. Under the provisions of Ohio Revised Code Section 5311.16, the Association shall purchase insurance coverage upon all buildings and structures on the condominium property whether part of any unit or part of the common area and may also purchase insurance coverage as to Association property so as to afford insurance protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement in an amount not less than the maximum insurable replacement value of such buildings and structures, with the amount of insurance to be determined annually by the Trustees of the Association. This insurance protection shall include the bathroom and kitchen equipment initially installed by the Declarant together with all air conditioning equipment and other service machinery and furnaces contained therein, but shall not include furniture, furnishings, or other personal property supplied or installed or owned by unit owners. The insurance covering the condominium property shall be purchased for the benefit of the Association, the unit owners, and all mortgagees of any portion of the insured properties, as their interests may appear; and shall provide for not less than thirty (30) days written notice to each mortgagee prior to cancellation, termination or expiration of the insurance coverage. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with an insurance trustee which shall hold them subject to the provisions of this Declaration.

Section 12.2. Trustee as Beneficiary. All insurance policies purchased by the Association under this Article shall provide that the insurance proceeds shall be paid to an insurance Trustee, designated under Section 12.8 of this Declaration, which Trustee shall not be liable for payment of premiums, for the renewal or sufficiency of policies, or for the failure to collect any insurance proceeds.

Section 12.3. Rebuilding and Repair are Required. If any portion or all of the common or limited common area or of any unit which is required to be covered by insurance under the provisions of this Declaration is damaged, it shall be repaired, rebuilt and restored as provided in Section 7.4 of this Declaration unless it is determined that this condominium is to be terminated as described below in Section 14.3. No mortgagee shall have any right to participate in the determination as to whether or not damaged property shall be repaired and restored, or, in the alternative, this condominium shall be terminated. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building as constructed by the Declarant, or according to plans and specifications approved under Article X, Architectural Control, of this Declaration.

Section 12.4. Assessments for Uninsured Rebuilding Costs. If the proceeds of insurance are not sufficient to defray the costs of repair, rebuilding and restoration by the Association, assessments shall be made against the owners of any damaged or destroyed units, and against all unit owners in case of damage to or destruction of the common or limited common area, in an amount sufficient to pay the excess costs over the amount of insurance proceeds; and such assessments shall constitute a special assessment under Section 6.4 of this Declaration and shall not require any vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 12.5. Competitive Bids for Rebuilding. The Association shall have the duty to effect such repair, rebuilding and restoration as soon as reasonably possible after the damage has occurred and to do so on the basis of reliable and detailed estimates of the cost and competitive bids, using normally accepted construction, estimating and bidding procedures, unless it is determined under Section 14.3 that this condominium is to be terminated.

Section 12.6. Disbursement of Insurance Proceeds. The portion of insurance proceeds representing the cost of repair, rebuilding and restoration made by the Association shall be disbursed by the insurance trustee as directed by the Association and in any event solely for the expenses of such reconstruction, rebuilding and repair. The insurance trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, the time of the payment or the amount to be paid, but may rely on a certificate of the Association stating such information. The Association shall prepare such certificates authorizing the disbursements upon such conditions as will afford mechanics lien protection to the Association and unit owners. Any portion of the insurance proceeds remaining after defraying the cost of repair, rebuilding and restoration shall be distributed to the unit owners and their mortgagees, as their interests may appear. If it has been determined that the condominium is to be terminated under Section 14.3 of this Declaration, the insurance proceeds shall be distributed to the unit owners and their mortgagees as their interests may appear.

Section 12.7. Certifications to Insurance Trustee. In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares and distribution, may rely upon a certificate of the Association as to the amount of excess insurance proceeds over the cost of repair, rebuilding and restoration and may rely upon a certificate of the Association as to the fact of the condominium being terminated.

Section 12.8. Selection of Insurance Trustee. The insurance trustee shall be designated by the Association and shall be any bank within the State of Ohio which possesses and holds power and authority to act as trustee and to operate and manage a trust department.

Section 12.9. Fees and Expenses of Insurance Trustee. The fees and expenses of the insurance trustee shall be paid by the Association and shall constitute a common expense to be paid from the monthly assessments, except that any extraordinary fees and expenses of the insurance trustee which arise from or in connection with a loss under the insurance coverage and subsequent activity of the trustee in disbursing funds shall be assessed against the owners of any damaged or destroyed units, and against all unit owners in case of damage to or destruction of the common or limited common area; and such assessment shall constitute a special assessment under Section 6.4 of this Declaration, and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 12.10. Lapse of Insurance Coverage. If the required insurance coverage ceases to exist for any reason whatsoever, any morgagee 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 due and payable to the mortgagee by the

Association immediately. The repayment of said obligation shall be secured by a special assessment against all unit owners under Section 6.4 of this Declaration but shall not require a vote of the members of the Association, anything to the contrary in Section 6.4 or other portions of this Declaration notwithstanding.

ARTICLE XIII

RIGHT OF FIRST REFUSAL

Section 13.1. Interdependence of Unit Owners. The success of this condominium project will depend in large part upon the various unit owners forming a congenial community, and it is hereby specifically recognized that the close proximity of one condominium unit to another will create an interdependence among owners of a substantial degree.

Section 13.2. Transfers Subject to Right of First Refusal. Every sale, lease, rental, gift, devise, inheritance or other transfer of any portion of or interest in a condominium unit shall be subject to the right of first refusal of the Association as set forth in this Article except as provided in Section 13.6 of this Declaration.

Section 13.3. Notice to Association.

(a) Sale, Lease and Rental. An owner intending to make a bona fide sale, lease or rental of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended record and beneficial purchaser, leasee or tenant, a true copy of the bona fide contract, offer and other documents concerning such sale, lease or rental containing all the terms, conditions and details of the proposed transaction, plus such other information concerning the proposed transaction and the parties involved as the Association may reasonably require.

(b) Gift, Devise, Inheritance, Other Transfers. Every record and/or beneficial owner who has obtained title to or an interest in a unit by gift, devise, inheritance or by any other manner not referred to in Section 13.3 (a) above shall give to the Association notice of such acquisition of title or interest, his name and address, a true and executed copy of the instrument evidencing such owner's title or interest, and such other information concerning the transaction and the parties as the Association may reasonably require.

(c) Time of Notice. The notices required above shall be given to the Association in writing not less than ten (10) days prior to the closing at which the owner would have transferred title to or an interest in his unit as referred to in subparagraph (a) above, and within thirty (30) days after an owner obtains title to or an interest in a unit by gift, devise, inheritance or other manner described in subparagraph (b) immediately above.

Section 13.4. Association Has First Refusal Option for Sale, Lease or Rental Contract. For a period of ten (10) days following its receipt of notices of a proposed sale, lease or rental the Association shall have a first refusal right and option to acquire the title or interest proposed to be transferred by matching the terms of the offer, contract or other documents for the sale, lease or rental of the unit or an interest therein. If the Association elects to exercise that first refusal option it shall send a notice to the owner informing him of that fact, and when such notice has been given a completed contract shall be deemed to exist between the owner and the Association. Such contract shall be closed no sooner than thirty (30) days from the giving of such notice to the owner, regardless of the time periods provided in the bona fide contract, offer or agreement which is being matched by the Association.

Section 13.5. Association Also Has First Refusal Option as to Gift, Devise, Inheritance or Other Transfers. For a period of thirty (30) days following its receipt of notices of the types of transfer described in Section 13.3 (b) above and the subsequent determination of fair market value, the Association shall have a first refusal right and option to acquire such title to or interest in the unit as was transferred by purchasing such title or interest at its fair market value. If the parties cannot agree on said fair market value with ten (10) days after the Association receives notice it shall be determined by one appraiser selected and paid by the Association and a second appraiser selected and paid by the owner. Such appraisers shall be appointed within an additional period of seven (7) days, and shall make their decision as to fair market value within an additional period of ten (10) days. If either party fails or refuses to designate

such an appraiser, the fair market value shall be determined solely by the appraiser selected by the other party, with the decision being made within the same additional period of ten (10) days. If said two appraisers cannot agree on the fair market value within said additional ten (10) days, they shall select immediately a third appraiser whose fee shall be divided between the Association and the Owner, and the decision as to fair market value shall be made by a majority vote of the three appraisers within an additional ten (10) days. If the Association elects to exercise its first refusal option it shall send a notice to the Owner informing him of that fact and such notice shall be deemed to constitute a completed contract between the Owner and the Association in accordance with the provisions of this paragraph. The closing date shall be thirty (30) days from the giving of such noitce and title shall be conveyed by good and sufficient deed of general warranty so as to convey merchantable title free and clear of all liens and encumbrances and rights excepting easements, restrictions and limitations of record, legal highways, all provisions of the condominium plan, and the installment of taxes and assessments becoming due and payable for the first time after the closing (which shall be pro-rated between the parties as of the date of closing) and all subsequent installments of taxes and assessments which shall be assumed by the Association. Possession shall be given at the date of closing and the purchase price shall be paid in cash at the closing. In all other respects not specifically mentioned in this Section, the provisions of the purchase agreement between the Association and the owner shall be deemed to be identical to the language set forth in the standard Offer and Acceptance contract for sale of real estate form then prescribed by the Cincinnati Real Estate Board.

Section 13.6. Exempted Transfers. The provisions of this Article regarding a right of first refusal shall not apply to transfers made by the Declarant, to transfers made solely for the purpose of securing the performance of an obligation, to transfers through a foreclosure sale or other judicial sale, to transfers to a mortgagee in lieu of foreclosure, to transfers by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, to transfers by one joint tenant or tenant in common of his interest to another joint tenant or tenant in common in the same unit (whether by operation of law or otherwise), to transfers to a spouse and/or other members of the immediate family of an owner (which members have customarily resided with such owner) to corporate transfers as defined hereinafter (such transfers being from an individual owner to a corporation in which such owner and/or members of his immediate family own a majority interest, or from such corporation to one or more of the holders of such majority interest) or to lease or rental arrangements for a period not to exceed ninety (90) days (however, if such a lease or rental contains an automatic renewal clause or an option to renew at the expiration of said term it shall be deemed to be for a period longer than ninety (90) days and therefore shall be subject to the right of first refusal provided in this Article).

Section 13.7. Mortgagees. No unit owner may mortgage his unit or any interest therein without being subject to this right of first refusal except to a bank, life insurance company, savings and loan association, other professional lending organization or a bona fide third party first mortgagee.

Section 13.8. Failure of the Association to Exercise its Right of First Refusal with Regard to Sale, Lease or Rental. In the event the Association fails to exercise its right of first refusal as provided above with regard to a sale, lease or rental, the proposed transfer of title to or interest in a unit may be completed in accordance with the exact terms of the contract, offer or other agreement or instrument, a true copy of which was delivered to the Association along with the notice referred to above. In such event, the Association shall be notified of the date, hour and place of closing not less than three (3) days prior to said closing, for the purpose of enabling and permitting a representative of the Association to attend the closing. In the event any sale, lease, rental or transfer of an interest in or title to a unit shall be made under terms, conditions or price different from or in addition to the terms, conditions and price set forth in the true copy of the agreement delivered to the Association, no valid title or interest may be conveyed and the right of first refusal shall arise again and the Association shall have the right to match said new or different terms, conditions or price as provided in this Article.

Secton 13.9. Unauthorized and Invalid Transactions. Any sale, mortgage, lease, rental or other transfer referred ot in this Article herein shall be unauthorized unless conducted pursuant to the terms of this Article and no such purported transfer of any interest in or to a unit shall be valid or shall effectively convey or transfer such an interest unless made in accordance with theprovisions of this Article.

Section 13.10. Certificate of Compliance. The Association shall upon demand and from time to time furnish to any owner, member, or other party having a bona fide interest in a unit a certificate in writing signed by an officer of

the Association stating on knowledge and belief whether or not the requirements of this Article have been complied with as to that unit. Such a certificate shall be conclusive evidence as to all persons who rely thereon in good faith; shall contain a description of the unit involved; shall be prepared and executed so as to fulfill the then requirements for recording; and shall be recorded in the miscellaneous or other appropriate records of the Recorder of the county in which this condominium development is situated. The rules and regulations of the Association may impose a reasonable fee for the issuance and execution of each such certificate.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.1. Covenants Running with the Land. All of the language, statements, words, paragraphs, sections and Articles of this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements as the case may be; and all of said covenants, conditions, restrictions and easements shall run with and bind the land (being all of the real estate property described in Exhibit "A") for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for five successive periods of ten (10) years each, and shall be binding upon and inure to the benefit of any part and all of said land and all present and future parties having any right, title or interest in or to all or part of said land and their respective heirs, executors, administrators, successors and assigns.

Section 14.2. Amendment of Declaration. During the first forty (40) years following the recording of this Declaration, it may be amended in whole or in part only by a written instrument signed by those persons holding not less than ninety-five (95%) percent of the voting power of the Association. After the expiration of said period of forty (40) years, this Declaration may be amended in whole or in part only by a written instrument, but in this instance such instrument need be signed only by those persons holding not less than seventy-five (75%) percent of the voting power of the Association. Provided, however, that in no event shall any amendment (either during or after said period of 40 years) alter or affect the following matters, unless such amendment has been adopted by approval of 100% of the voting power of the Association:

(a) The restriction upon a partition sale of the condominium properties or any part thereof, as contained in Section 7.4 (c) of this Declaration.

(b) The restrictions upon the manner in which the condominium plan may be terminated and all property removed therefrom, as contained in Section 14.3 of this Declaration.

Any and all amendments to this Declaration shall be recorded in the manner provided by Ohio Revised Code Section 5311.06.

Section 14.3. Termination of Condominium Plan. This condominium plan may be terminated under Ohio Revised Code Section 5311.17 by the affirmative vote of all unit owners, and such termination shall be effected only in the manner described in that statutory section.

Section 14.4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or otherwise shall in no way affect any other provisions which shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Ohio statutes, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void and such invalidity shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 14.5. Enforcement. In addition to any other remedies provided in this Declaration, the Association and/or any owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by or through the provisions of this Declaration, the Association's Articles of Incorporation, By-Laws and/or rules and regulations, as provided by Ohio Revised Code Section 5311.19. Failure by the Association or by any Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation

nor shall the doctrine of laches, the theory of estoppel, nor any statute of limitations bar the enforcements of any such restriction, condition, covenant, reservation, easement, lien or charge. Any and all costs of enforcement proceedings as described herein, including attorney's fees, shall constitute an assessment against the unit owned or occupied by the person or persons against whom such enforcement is sought, and this type of assessment shall be known as the Special Individual Unit Assessment as referred to above in this Declaration.

Section 14.6. Local Government Assessments. In the event any local government unit should, in connection with a street or sidewalk improvement or maintenance program or other governmental action involving assessments, levy assessment(s) against all or part of the units within the properties, said assessment(s), shall be paid by the Association as a common expense so as to be shared pro rata among all other owners within the properties in proportion to the amount of annual assessments paid by each, and the pro rata amount so allocated to each owner shall become and be added to the assessment(s) to which each unit is subject.

Section 14.7. Service of Process. The person to receive service of process upon the Association, as required to be named herein by Ohio Revised Code Section 5311.05 (B) (8), shall be Robert W. Booher. Such statutory section requires that the residence or business address of such person shall be in a county in which all or a portion of the condominium property is situated, and the address of the above named person is as follows: Suite 7, Talbott Tower, Dayton, Ohio 45402. Said person has been designated as the Statutory Agent of the Association under the laws of the State of Ohio relating to non-profit corporations. Any change in or substitution for the name and address set forth in this Section shall be effected by an amendment to this Declaration and, anything in this Declaration to the contrary notwithstanding such amendment may be adopted by a majority of the Trustees of the Association and executed by the President of the Association.

Section 14.8. Titles and Captions. The titles or captions of the various provisions of this Declaration are not part of the contents hereof, but are merely labels to assist in locating paragraphs and provisions herein.

Section 14.9. Miscellaneous. The record holder of every recorded first mortgage lien upon any or all individual condominium units shall be given written notification by the Association of any default by the owner-mortgagor of such unit in the performance of such owner-mortgagor's obligations under this Declaration and/or the Articles of Incorporation and/or By-Laws of the Association, which default is not cured within thirty days.

Without prior written approval of all record holders of recorded first mortgage liens upon all individual condominium units (which approval is provided for in Section 3.1 above, for the limited purpose of effecting annexation of the real estate described in Exhibit D and four additional condominium units) the Association of owners of the condominium units shall not (except to the extent permitted in sub-paragraph (d) below):

(a) Change the pro-rata interest or obligations of any unit for purposes of levying assessments and changes and determining shares of the common elements and proceeds of the project;

(b) Partition or subdivide any unit or the common elements of the project; nor

(c) By act or omission seek to abandon the condominium status of the project except as provided by Ohio Revised Code Section 5311.17 as applied by Section 14.3.of this Declaration and by Ohio Revised Code Section 5311.14 (B) as restricted and limited by Section 7.4 (c) of this Declaration;

(d) The annexation of additional real estate and the addition of four more individual units to this condominium plan, all as referred to in Section 3.1 of this Declaration, and the resulting changes of the type referred to in sub-paragraph (a) of this Section 14.9 of the Declaration, is hereby expressly permitted on the basis of the following limitations:

(1) The percentage interest in the common area set forth in Section 2.6 above of this Declaration shall be the maximum percentage interest held by the owner of each unit, and shall be subject to diminution, upon annexation of the additional real estate and units referred to in Section 3.1 above, to the minimum percentage interests set forth below;

(2) Such a change in the percentage of undivided interest in the common area may take place only upon the conditions described in Section 3.1 of this Declaration. A description of the real estate which may be added to this condominium plan is set forth in Exhibit D of this Declaration;

(3) No such change in the percentage of undivided interest in the common area may be effected more than seven years after the date this Declaration becomes effective, which shall be the date such Declaration is filed for record with the Recorder of Montgomery County, Ohio;

(4) The minimum percentage interests referred to above shall be as follows:

Unit	Percent	Unit	Percent	Unit	Percent
5823	3.13%	5847	2.45%	5871	2.45%
5825	2.94%	5849	2.60%	5873	2.60%
5827	2.94%	5851	3.04%	5875	3.04%
5829	3.13%	5853	2.83%	5877	2.83%
5831	2.60%	5855	2.60%	5879	2.83%
5833	2.83%	5857	2.83%	5881	2.60%
5835	2.60%	5859	2.60%	5883	3.04%
5837	2.60%	5861	2.60%	5885	2.45%
5839	2.83%	5863	2.83%	5887	2.60%
5841	3.04%	5865	3.04%	5889	3.04%
5843	2.60%	5867	2.60%	5891	2.45%
5845	3.04%	5869	3.04%	5893	3.04%

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant on the date first mentioned above, by signatures of the President and Secretary of that Ohio corporation.

Signed and acknowledged in the presence of: ROBERT W. BOOHER CONSTRUCTION CORP.

/S/ By /S/ ROBERT W. BOOHER

Robert W. Booher, President and Secretary

STATE OF OHIO :
: SS.
COUNTY OF MONTGOMERY :

Before me, a Notary Public in and for said County and State, personally appeared ROBERT W. BOOHER CONSTRUCTION CORP., An Ohio corporation, through ROBERT W. BOOHER, its President and Secretary, who acknowledged that they did execute the foregoing condominium Declaration by authority of the Board of Directors of said corporation and that the same is the free act and deed of said corporation and of themselves individually and as such officers, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio this 18th day of May, 1973.

/S/

Notary Public

EXHIBIT "A"

To the Declaration establishing Fox Run Condominium.

Description of Real Estate

Situated in the City of Centerville, County of Montgomery and State of Ohio and being Lots Numbered 1017 through and including 1021 on the plat known as Oak Creek Four, Section Five "A" as recorded in Plat Book 92 at Pages 85 – 86 of the plat records of Montgomery County, Ohio.

Description of Personal Property

SWIMMING POOL EQUIPMENT: Vacuum cleaner with 18 foot aluminum handle and vacuum hose; wall brush; leaf skimmer; test set for Chlorine and PH determination; thermometer; safety rope; life hook, and miscellaneous chemicals.

LAWN FURNITURE: Two umbrella tables; eight upright chairs and six chaise lounge-type chairs.

LAWN EQUIPMENT: One 18-inch rotary-type lawn mower w/mulching attachment; two leaf rakes; two shovels; two barn brooms; one push broom; 200-foot 1/2" garden hose; two rotary-type lawn sprinklers; garden hose; regular rake and miscellaneous trowels and hand garden tools.

3.769 Ac.

EXHIBIT "B"

FOX RUN CONDOMINIUM

SEC. 15, T.2, R.6 Mrs WASHINGTON TWP.
CITY OF CENTERVILLE
MONTGOMERY COUNTY, OHIO
SCALE: 1"=40'

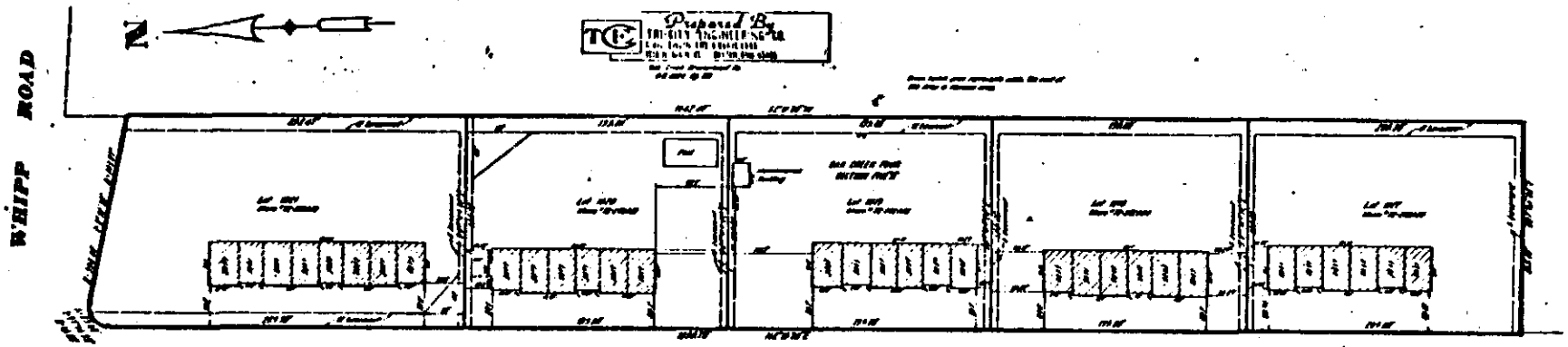
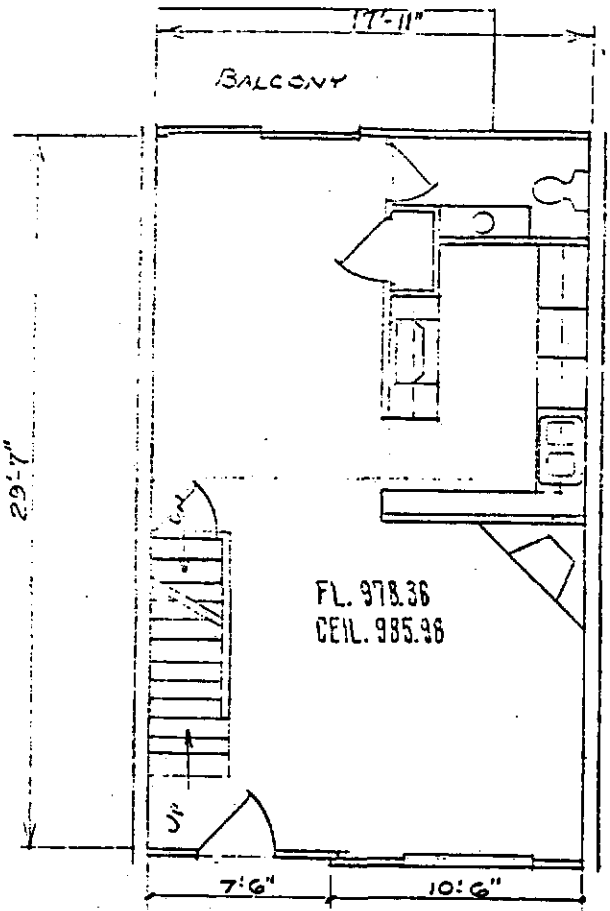
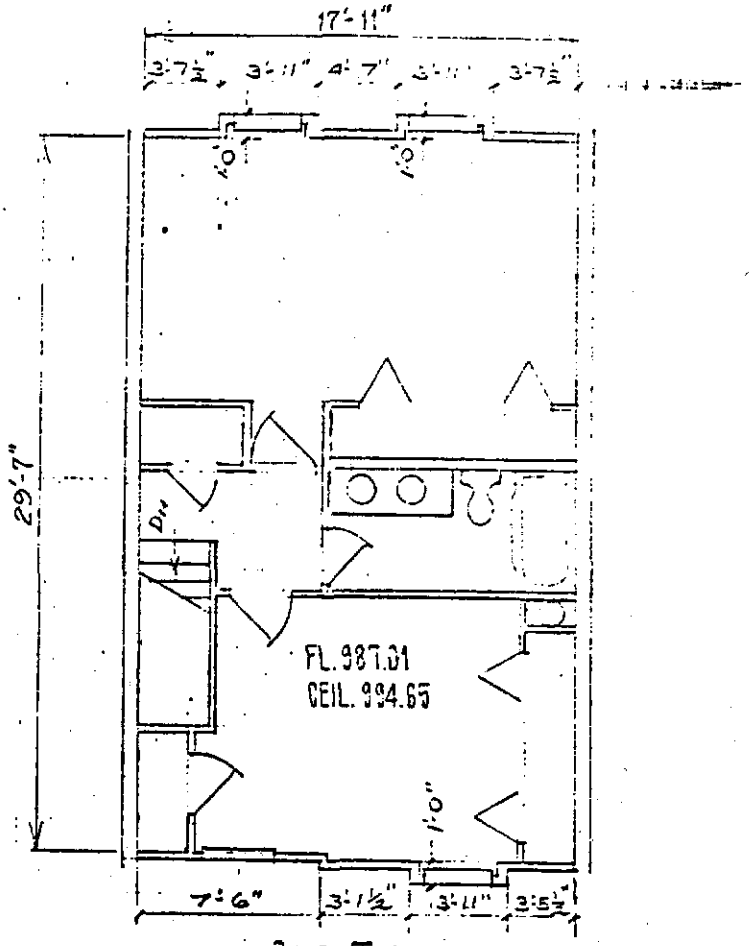


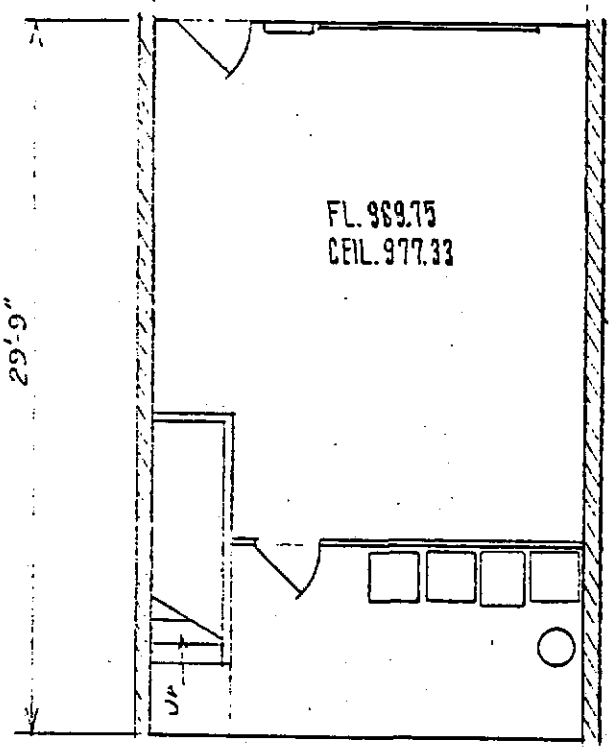
EXHIBIT "B"



1ST FLOOR



2ND FLOOR



BASEMENT

APPROXIMATE SQUARE FOOTAGE EACH FLOOR — 534 □

——— COMMON MASONRY WALL

THIS DRAWING ACCURATELY SHOWS THE UNITS AS CONSTRUCTED

Don F. Mead

BY: REG. SURVEYOR No 5037

A. Bruce Carter

BY: REG. ENGINEER No 20174

UNIT # 5891 FOX RUN
TOWNHOUSE CONDOMINIUMS

ROBT. W. BOOHER CONST. CORP.
SUITE # 7 TALBOTT TOWER DAYTON, O.

DRAWN BY DDW	SCALE 1/8" = 1'-0"	
CHK'D	DATE 3/21/73	DRAWING No. 5891
TRACED	APP'D	

EXHIBIT "D"

To the Declaration Establishing Fox Run Condominium

Description of Real Estate Which May be Annexed to This Condominium Plan

Situated in the City of Centerville, County of Montgomery, State of Ohio, and being further approximately described as follows:

Beginning at a point in the east side of Overbrooke Drive and to the southwest corner of Lot No. 1017, Oak Creek Plat 4, Section 5A; thence, north 87° 45'0" west 155.0' to a point at the southeast corner of said Lot No. 1017; thence, south 2° 15'0" west 166.0' to a point; thence, west 17° 20'0" north 179.0' to a point in the east side of Overbrooke Drive; thence, northeasterly along an arc being the east side of Overbrook Drive on a radius of 225.0', 85.0' to a point; thence, north 2° 15'0" east 24.28' to a place of beginning; being 0.52 acres, more or less.