

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

WINDGATE VILLAGE CONDOMINIUM

This will certify that copies of this Declaration with the Drawings and Code of Regulations attached thereto, have been filed in the Office of the County Auditor, Franklin County, Ohio.

_____, 1981

, COUNTY AUDITOR

This Instrument Prepared By:

Mark A. Leslie, Attorney at Law
Porter, Wright, Morris & Arthur
37 West Broad Street
Columbus, Ohio 43215

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Definitions	2
II. The Condominium Property, Name and Purpose	6
III. General Description of Buildings and Garage Buildings	7
IV. Units and Garage Units: Descriptions, Designations and Boundaries	7
V. Common Areas and Facilities	9
VI. Limited Common Areas and Facilities	10
VII. Maintenance, Alterations, Repairs, Improvements and Management	11
VIII. Use of Condominium Property and Restrictions Thereon	14
IX. Unit Owners' Association	21
X. Common Expenses, Common Surplus, Assessments, Remedies	23
XI. Insurance	29
XII. Damage, Restoration, Rehabilitation of Buildings	33
XIII. Easements and Licenses	35
XIV. Mortgagees	37
XV. Amendments to Declaration and Code of Regulations	39
XVI. Condemnation	40
XVII. Expansion of Condominium	42
XVIII. General Provisions	47

Exhibits

Exhibit A The Legal Description of the Land

Exhibits B-1 Percentage Interest Table
 and B-2
(Pages -1 through -)

Exhibit C The Legal Description of the Additional Land

Exhibit D Site Plan
(Pages D-1 and D-2)

Exhibits E Drawings and Specifications
(Pages E-1 through E-3)

DECLARATION SUBMITTING PROPERTY TO THE PROVISIONS OF
CHAPTER 5311 OF THE OHIO REVISED CODE

FOR

WINDGATE VILLAGE CONDOMINIUM

DECLARATION OF CONDOMINIUM made this _____ day of _____, 1981,
by The Klingbeil Company, an Ohio corporation, its successors and assigns, with
its principal place of business at 42 E. Gay Street, Columbus, Ohio 43215.

RECITALS

Developer is the holder of title in fee simple to the Land, upon
which is constructed 13 Unit Buildings containing 78 residential Units and 3
garage buildings containing 33 Garage Units, and desires to declare the Land
and all buildings, structures and improvements thereon as a condominium and to
establish by this Declaration a plan for individual ownership of the Land,
buildings, structures and improvements in accordance with the Ohio Condominium
Property Laws.

Developer is the holder of title in fee simple to the Additional Land
described in Exhibit C; and Developer desires to provide for the annexation of
such Additional Land and all improvements thereon to the Condominium Property
created hereby.

DECLARATION

The Developer, for itself, its successors and assigns, hereby submits
the Land described in Exhibit A, subject to all easements, conditions and
restrictions of record, together with all buildings and improvements located
on the Land, to the provisions of Chapter 5311; and the Developer does hereby
establish the following plan for condominium ownership of the Condominium
Property. All Exhibits attached to this Declaration are fully incorporated by
reference.

The Developer, for itself, its successors and assigns, hereby further
reserves the right to annex the Additional Land to the Condominium Property
pursuant to the provisions of Article XVII of this Declaration. Any portion
of the Additional Land submitted to Chapter 5311 in connection with the plan
of condominium ownership established in this Declaration shall be subject to
all covenants, conditions, reservations of record, together with all provi-
sions of this Declaration.

ARTICLE I

DEFINITIONS

A. The following words and phrases used in this Declaration and the Code of Regulations and in any amendment to this Declaration and the Code of Regulations shall have the following meanings:

(1) Additional Land. The parcel of real estate described in Exhibit C, together with all buildings and improvements situated thereon or hereafter constructed by Developer thereon and all easements, rights, privileges and interests appurtenant to said real estate. Developer shall be entitled, but not obligated, to submit said parcel to the condominium form of ownership pursuant to the provisions of Chapter 5311 and to annex said parcel to the Condominium Property of the Condominium in accordance with the provisions of Article XVII of this Declaration and of Chapter 5311.

(2) Articles. The Articles of Incorporation of the Association as filed with the Secretary of State of Ohio.

(3) Assessment. Those amounts charged by the Board against one Unit or Garage Unit and/or all Units or Garage Units pursuant to authority granted in Chapter 5311, this Declaration and the Code of Regulations in order to enable the Board adequately to operate, maintain, repair, improve or reconstruct the Condominium Property or otherwise to further the common aims of the Condominium. The Annual Operating Assessment shall be a continuing charge on each Unit and Garage Unit commencing on the first day of each fiscal year of the Association.

(4) Association. The Windgate Village Unit Owners Association, an Ohio corporation not for profit, which is the organization of all of the Unit Owners that administers the Condominium Property. Association includes the term "corporation"; and any reference in the Articles to the term "corporation" shall include the term "Association".

(5) Board. The board of trustees of the Association and those individuals selected by the Developer or elected by the members of the Association to serve on the board of trustees as provided in Article IX of this Declaration. The Board shall have the right and responsibility to administer the business, operation and affairs of the Association as provided in this Declaration, the Code of Regulations and Ohio law. The Board constitutes the board of trustees described in Chapter 1702.01, Ohio Revised Code; and it is vested with the authority to conduct the affairs of the Association as its board of managers, described in Chapter 5311, Ohio Revised Code.

(6) Chapter 5311. That portion of the Ohio Revised Code which pertains to condominium ownership.

(7) Code of Regulations. The governing regulations of the Association which have been adopted pursuant to Chapter 5311 and which shall

serve both as the regulations of a nonprofit corporation required by the provisions of Chapter 1702, Ohio Revised Code and as the bylaws of a Unit Owners' Association required by the provisions of Chapter 5311.

(8) Common Areas and Facilities. That part of the Condominium Property not included in a Unit or Garage Unit, as defined in Article V, Section A of this Declaration, or in any amendment thereto, and not designated as Limited Common Areas and Facilities, as described in Article VI, Section A of this Declaration or in any amendment thereto.

(9) Common Expenses. The Common Expenses shall include the following:

(i) all expenses incurred by the Association for the administration, management, operation, maintenance, repair, improvement or replacement of the Common and Limited Common Areas and Facilities and not properly chargeable to individual Unit Owners, including, without limitation, the cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, and otherwise repairing and maintaining such Areas;

(ii) all sums paid for insurance, taxes and assessments, in connection with the Common and Limited Common Areas and Facilities;

(iii) expenses paid for utilities servicing the Common and Limited Common Areas and Facilities that are not separately metered to individual Units, and expenses paid for water and sewer service supplied to the Condominium Property, provided that the Board shall be entitled to charge against a Unit by a Special Individual Unit Assessment any additional expense for such utility, water, or sewerage service caused by the excessive or unreasonable use of such services by the owner or occupant of such Unit;

(iv) expenses paid for natural gas supplied to heat all of the Units;

(v) any amount necessary to discharge any mechanic's lien or other encumbrance which constitutes a lien against all of the Common Areas and Facilities and not solely the condominium ownership interest(s) of Unit Owners less than all Unit Owners;

(vi) expenses paid for garbage and refuse removal services provided to all Unit Owners of the Condominium;

(vii) expenses incurred by the Board for the management and administration of the Condominium, including without limitation, compensation of all employees, managers, accountants, attorneys and other personnel hired by the Board, whether as employees, independent contractors or otherwise, and all premiums paid by the Association in order to obtain and maintain fidelity bonds covering the officers, employees or agents of the Association handling the funds of the Association;

(viii) expenses deemed Common Expenses by the Board and lawfully assessed against the Unit Owners in accordance with the Code of Regulations; and

(ix) expenses declared Common Expenses by the Ohio Condominium Property Laws, by this Declaration or by the Code of Regulations.

(10) Common Surplus. The amount by which Assessments collected during each fiscal year exceed Common Expenses incurred during the same fiscal year.

(11) Condominium. Windgate Village Condominium.

(12) Condominium Ownership Interest. A fee simple estate in a Unit or Garage Unit together with an appurtenant undivided interest in the Common Areas and Facilities.

(13) Condominium Property. The property defined in Article II of the Declaration.

(14) Declaration. The within instrument by which the Condominium Property of Windgate Village Condominium is submitted to the provisions of Chapter 5311; together with all lawful amendments thereto.

(15) Developer. The Klingbeil Company, an Ohio corporation, and any successor to or assignee of Developer who stands in the same relation to the Condominium as the Developer.

(16) Drawings. The survey, plans and drawings graphically depicting the location, dimensions and specifications of the Unit Buildings, Units, Garage Units, garage buildings, Common Areas and Facilities, and Limited Common Areas and Facilities constituting the Condominium Property, together with all lawful amendments thereto. The Drawings are attached to the copies of this Declaration filed with the Recorder's Office, Franklin County, Ohio, as Exhibits D and E.

(17) Garage Unit. The parking and storage area situated in any garage building that is designated to be a Garage Unit on the Drawings and is further described in Article IV of this Declaration, together with the Percentage Interest of said Garage Unit. Each purchaser of a Garage Unit shall be entitled to the exclusive use and possession thereof. The description of a Garage Unit contained in Article IV may be amended by Developer from time to time pursuant to the provisions of Article XVII of this Declaration. The Garage Units will be sold separately to purchasers of Units on a first-come, first-served basis.

(18) Land. The real estate described in Exhibit A, together with all improvements situated thereon and all easements, rights, privileges, and interests appurtenant to said real estate, which is hereby submitted to the condominium form of ownership pursuant to the provisions of Chapter 5311.

(19) Limited Common Areas and Facilities. The Common Areas and Facilities designated in the Drawings and described in the Declaration as reserved for the use of a certain Unit or Units to the exclusion of all other Units. The Limited Common Areas and Facilities are described in Article VI, Section A of this Declaration, which description may be amended by Developer from time to time pursuant to the provisions of Article XVII of this Declaration.

(20) Par Value. A number assigned by the Developer to each Unit and Garage Unit in order to establish a value relationship between all of the Units and Garage Units in the Condominium for the following purposes: (a) to determine the relative undivided interest of each Unit and Garage Unit in the Common Areas; (b) to compute the relative obligations for Common Expenses chargeable to each Unit and Garage Unit; and (c) to compute the relative interests of each Unit and Garage Unit in any insurance proceeds, condemnation awards, or other sums disbursed to all owners of Units and Garage Units. The Par Value of each Unit and Garage Unit was established as a number which reflected its relative estimated present cost of reconstruction. Developer estimated that the present cost of reconstructing each Unit was \$40.00 per square foot of floor area in the Unit, excluding the floor area of the basement. Developer estimated that the present cost of reconstructing each Garage Unit was \$17.50 per square foot of floor area in the Garage Unit.

The Par Values of the Units and Garage Units are listed in Exhibit B-1. The Par Values of the Units and Garage Units in the Condominium and of the Units and Garage Units in the Additional Land are set forth in Exhibit B-2. These Par Values will apply to such Units and Garage Units only if the Additional Land is annexed to the Condominium Property.

(21) Percentage Interest. The Percentage Interest appurtenant to each Unit and Garage Unit is employed to determine the amount of certain costs and expenses chargeable to each Unit or Garage Unit and the amount of certain funds payable to the owners and mortgagees of each Unit or Garage Unit. Said Percentage Interest is further employed to determine the relative undivided ownership interest in the Common and Limited Common Areas and Facilities appurtenant to each Unit and Garage Unit.

The Percentage Interest of each Unit and Garage Unit is computed by dividing the Par Value of the Unit or Garage Unit by the aggregate amount of the Par Values of all Units and Garage Units of the Condominium. The Percentage Interest of each Unit and Garage Unit is stated in Exhibit B-1. The Percentage Interests of the Units and Garage Units of the Condominium and of the Units and Garage Units situated on the Additional Land is stated in Exhibit B-2. These Percentage Interests will apply to all Units and Garage Units only if the Additional Land is annexed to the Condominium Property.

(22) Rules. The rules and regulations governing the operation and use of all or any portion of the Condominium Property, which are hereafter adopted and amended by the Board or the Association from time to time.

(23) Unit or Units. Those portions of the Condominium Property described and defined in Article IV, Section A of this Declaration, together with the undivided interest of each Unit in the Common and Limited Common Areas and Facilities. Said undivided interest of each Unit may be amended by Developer from time to time pursuant to the provisions of Article XVII of this Declaration.

(24) Unit Building. Any multi-unit structure(s) or complex thereof containing Units which is part of the Condominium Property and is used, or intended to be used, for residential purposes.

(25) Unit Owner. The person (or persons), natural or artificial, who owns a Condominium Ownership Interest in a Unit.

B. Unless the context clearly indicates otherwise or so requires, all other terms used in this Declaration and the Code of Regulations, shall be assumed to have the meaning attributed to said term by Chapter 5311.

ARTICLE II

THE CONDOMINIUM PROPERTY, NAME AND PURPOSE

The "Condominium Property" includes the Land and all easements, rights and appurtenances belonging thereto, together with the 13 Unit Buildings, the 78 residential Units, the 3 garage buildings, the 33 Garage Units, and all other improvements, structures, and fixtures located on the Land (the same being more particularly delineated in Articles III, IV and V hereof), which are submitted to the provisions of Chapter 5311 by this Declaration or any amendment thereto.

The name by which the Condominium Property shall be known is hereby established to be "Windgate Village Condominium."

The purpose for which the Condominium Property is submitted to the provisions of Chapter 5311 is to establish 78 individual habitable parcels of real estate and 33 individual parking and storage areas to which the fee simple title, together with a respective undivided interest in the Common Areas and Facilities, may be conveyed to Purchasers, including the Association, for residential living use; to establish the Association and the Board to administer the Condominium Property; and to create and provide for the enforcement of covenants, easements, restrictions, assessments, charges, and liens in order to provide for the benefit and well-being of the Unit Owners and in order to promote and preserve the value of the Condominium Property. No commercial facilities are a part of the Condominium.

ARTICLE III

GENERAL DESCRIPTION OF BUILDINGS

The buildings of the Condominium consist of 13 residential structures containing, in total, the living areas of 78 Units. These residential Unit Buildings are numbered separately, as detailed in the Drawings, as Nos. 1 through 13. Each Unit Building contains 6 Units. The Condominium Property further consists of 3 garage buildings. Garage buildings GB-2 and GB-3 contain 12 Garage Units each; garage building GB-1 contains 9 Garage Units.

The principal materials of which the Unit Buildings are constructed are wood, concrete, glass, brick, plaster, shingles and concrete block. The number of stories in each Unit Building is detailed in the Drawings. Each Unit Building contains 6 individual basements.

The principal materials of which the garage buildings are constructed are wood, concrete, brick, shingles, and concrete block. Each garage building has a height of one story, together with the height of its sloped roof.

ARTICLE IV

UNITS AND GARAGE UNITS: DESCRIPTIONS, DESIGNATIONS AND BOUNDARIES

A. Definition of Unit. A Unit consists of the floor area of each group of rooms and of the basement underneath such rooms that are designated and detailed to be a Unit in the Drawings. A Unit shall further consist of the following:

(i) the perimeter walls bounding said rooms and basement, except the structural or load-bearing components of said walls (the "Perimeter Walls") and the interior walls located within the bounds of such Perimeter Walls, except the load-bearing components of said interior walls (the "Interior Walls");

(ii) all doors, door jambs and hardware, and finishing trim located in the Perimeter or Interior Walls;

(iii) all window frames, windows, and window screens located in the Perimeter Walls or located in doors which are located in the Perimeter Walls;

(iv) all control knobs, switches, thermostats, outlets, equipment and fixtures, including the water pump of the hot water heating system, that constitute a part of any duct, plumbing, electrical, heating, or utility system or cooling system, if any, serving such rooms and basement that are connected to and extend out from the Perimeter Walls or Interior Walls;

(v) all pipes, lines, valves, conduits, and ducts that do not extend out from the Perimeter or Interior Walls, and all wiring, meters and other equipment, fixtures, and facilities, wherever located, which constitute part of the natural gas system, heating, and ventilating system and hot water system which serve only such rooms.

(vi) the undecorated interior surface of the ceiling of such group of rooms and of the basement under such rooms; and

(vii) the undecorated interior surface of the flooring of such rooms and of the cement floor slab of the basement under such rooms.

A Unit shall further consist of all areas of space located within the bounds of the floor, ceiling, and wall surfaces described above. A Unit shall further consist of all materials, frames, and space comprising any Interior Wall that does not constitute a structural, load-bearing, or component element of any Unit Building and does not contain any pipes, wires, conduits, ducts, or other similar Common or Limited Common Areas or Facilities that serve another Unit.

The interior partitions and Interior Walls situated within the boundaries of each Unit are approximately located in the Drawings. Those interior partitions or Interior Walls constituting part of a Unit may, from time to time, be removed, altered or replaced, subject to the prior written approval of the Board as provided in Article VII, Section A hereof. In the event a Unit Owner receives Board approval to remove, alter or replace any interior partition or Interior Walls, an amendment to this Declaration or the Drawings will not be required.

B. Number of Units; Unit Designations. There are 78 Units located in the 13 Unit Buildings. The graphical designation, location, approximate area of each Unit, together with the number of rooms and baths located in each Unit, are detailed in the Drawings.

Each group of habitable rooms constituting a Unit are graphically designated in the Drawings by separately assigned numbers, being Nos. 1 through 78. No Unit bears the same designation as any other Unit. The table attached to this Declaration as Exhibit B-1 sets forth for each Unit its graphical designation, street address, the Percentage Interest of the Unit, its approximate area and the total number of habitable rooms in the Unit.

C. Access. Each Unit shall have direct access to the sidewalks, driveways, parking areas, and the Common and Limited Common Areas and Facilities immediately adjacent to such Unit, and shall have access to the private drive known as Kings Court.

D. Definition of a Garage Unit. A Garage Unit consists of the floor area of each parking and storage area designated and detailed to be a Garage Unit in the Drawings. A Garage Unit shall further consist of: (1) the undecorated surfaces of the perimeter walls bounding such parking/storage areas (the "Perimeter Garage Walls"), (ii) the undecorated interior surface of

the ceiling of such areas, (iii) the undecorated surface of the cement floor slab beneath such areas, (iv) the garage door attached to the Garage Perimeter Walls and all equipment used to operate said door, and (v) the area of space located within the bounds of such floor, ceiling, door and walls. The Garage Units are located in the garage buildings which are detailed in the Drawings.

E. Number of Garage Units; Designations of Garage Units. There are 33 Garage Units located in the 3 garage buildings. The graphical designation, location, and approximate area of each Garage Unit is detailed in the Drawings. Each Garage Unit is graphically designated in the Drawings by a separate number, being Nos. G-1 through G-33. No Garage Unit bears the same designation as any other Garage Unit. The table attached to this Declaration as Exhibit B-1 sets forth for each Garage Unit its graphical designation, its approximate area, and its Percentage Interest.

ARTICLE V

COMMON AREAS AND FACILITIES

A. Definition. The Common Area and Facilities include the Land and all the improvements, easements, rights and appurtenances constructed on, encumbering or belonging to the Condominium Property, excepting therefrom the Units and Garage Units as defined in Article IV herein or in any amendment to this Declaration. The Limited Common Areas and Facilities, as defined in Article VI herein or in any amendment to this Declaration, constitute the portions of the Common Areas and Facilities which are reserved for the private use and enjoyment of certain Unit Owners. The Common Areas and Facilities include without limitation, the floor, walls, and ceiling of the boiler room situated at the rear of each Unit Building, the stairway providing access to such boiler room, the boiler equipment located in said boiler room, and all water pipes extending from the boiler to the water pump located in the basement of each Unit.

B. Ownership. The Common Areas and Facilities of the Condominium Property are owned by all of the Unit Owners as tenants in common. An undivided interest in the Common Areas and Facilities shall be an appurtenance of each Unit and Garage Unit. The interest in the Common Areas and Facilities appurtenant to each Unit or Garage Unit may not be divided or partitioned from the fee simple interest in the Unit or Garage Unit. A Unit Owner may not transfer any interest in the Common Areas and Facilities appurtenant to his Unit or Garage Unit, if any, unless the Unit Owner conveys the identical interest in his Unit or Garage Unit, if any, to the same transferee.

C. Percentage Interest. The interest in the Common Areas and Facilities appurtenant to each Unit and Garage Unit is equal to the Percentage Interest of such Unit or Garage Unit. The Percentage Interests of the Units and the Garage Units are stated in the table attached hereto as Exhibit B-1. The Percentage Interests set forth in Exhibit B-1 shall not be altered except

by an amendment to this Declaration annexing Additional Land to the Condominium Property as provided in Article XVII of this Declaration or except by an amendment to this Declaration unanimously approved by all Unit Owners.

ARTICLE VI

LIMITED COMMON AREAS AND FACILITIES

A. Definition. The Limited Common Areas and Facilities appurtenant to each Unit consist of:

(1) all conduits, wiring, meters, and other equipment, fixtures and facilities, wherever located, which constitute part of the electrical system that serves only that Unit.

(2) all pipes, lines, tanks, valves, meters and other equipment, fixtures, and facilities located in a Unit Building which constitute part of the plumbing and water systems that serve only that Unit.

(3) the porch and stoop which are reserved to the use of only that Unit;

(4) the parking space which may be assigned to each Unit by the Board;

(5) the trash can enclosure located adjacent to each Unit; and

(6) all other Common Areas and Facilities, whether located within the bounds of one Unit or otherwise, to which a Unit has direct access and which serve only one Unit or are rationally of limited use for less than all Units and which are designated Limited Common Areas and Facilities by the vote of the Association.

B. Ownership. The Limited Common Areas and Facilities of the Condominium Property are owned by all of the Unit Owners as tenants in common, subject to the rights of each Unit Owner to exclusively use and enjoy the Limited Common Areas and Facilities adjacent to his Unit and the parking space which may be assigned to his Unit. The interest in the Limited Common Areas and Facilities of each Unit and Garage Unit shall remain undivided; and each Unit Owner may transfer the interest in the Limited Common Areas and Facilities appurtenant to his Unit and/or Garage Unit only in conjunction with such Unit Owner's transferring an identical interest in his Unit and/or Garage Unit to the same transferee.

ARTICLE VII

MAINTENANCE, REPAIRS, MANAGEMENT ALTERATIONS, AND IMPROVEMENTS

Responsibility for the maintenance and management of the Condominium Property and restrictions upon the use and alteration of the Condominium Property are hereby established as provided in this Article.

A. Units; Garage Units. Each Unit Owner or occupant of a Unit shall repair, replace, and maintain in good order and condition, at the Unit Owner's or occupant's expense, all portions and components of his Unit. This responsibility of repair and maintenance includes without limitation promptly furnishing all necessary materials and performing or causing to be performed at his own expense all maintenance, repairs and replacements within his Unit which, if omitted, would adversely affect the safety of the Condominium Property. Each Unit Owner shall maintain those portions of his Unit which are adjacent to any Common or Limited Common Area or Facility in accordance with the maintenance and architectural Rules established by the Board or set forth in this Declaration.

Each owner of a Garage Unit shall repair and maintain in good condition, at his sole expense, all portions and components of his Garage Unit. Each owner shall keep his Garage Unit in a condition which shall not unreasonably interfere with any other owner's reasonable use of his Garage Unit. Each owner shall maintain those portions of his Garage Unit which are adjacent to any Common or Limited Common Area or Facility in accordance with the maintenance and architectural Rules established by the Board or set forth in this Declaration.

If any Unit Owner or occupant fails to maintain his Unit or Garage Unit in the manner required herein and if the Board determines that any maintenance, repair, or replacement of any portion or component of such Unit or Garage Unit is necessary to ensure public safety, to permit reasonable use or enjoyment of the Condominium Property by other Unit Owners, or to prevent damage to or destruction of any other part of the Condominium Property, the Board may authorize its employees or agents to enter the Unit or Garage Unit at any reasonable time to complete the necessary maintenance, repairs, or replacement. Thereafter, the Board may levy a Special Individual Unit Assessment against the Owner of such Unit or Garage Unit for all reasonable expenses incurred by the Board in effecting such repair, maintenance or replacement.

B. Common and Limited Common Areas and Facilities. The Association shall maintain, administer, repair and replace all portions of the Common and Limited Areas and Facilities. All incidental damage caused to a Unit or Garage Unit in connection with any work performed on behalf of the Association in or upon any Common or Limited Common Area or Facility shall be promptly repaired at the expense of the Association, except as otherwise provided herein.

C. Liability for Damage to Common and Limited Common Areas and Facilities By Unit Owner. In the event any Common or Limited Common Area or Facility is damaged by the intentional, reckless, or negligent act or failure to act of any Unit Owner or occupant, his family, guests, or invitees, the Board may levy a Special Individual Unit Assessment against such Unit Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Unit to repair any Common or Limited Common Area or Facility adjacent to such Unit in accordance with the provisions of Article XIII of this Declaration. The Association shall repair or replace, at its own expense, all personal property and all portions of the Condominium Property which are damaged as a result of the Association's performing its maintenance rights or obligations; provided that if the Board determines that the negligent or willful act or omission of any Unit Owner(s) caused the Association to undertake the special maintenance or repairs that caused the incidental damage to the Condominium Property, the Board may charge the expense of repairing such damaged property against the responsible Unit Owner as a Special Individual Unit Assessment.

E. Report of Damage. Each Unit Owner shall promptly report to the Board any damage or occurrence in or adjacent to his Unit or Garage Unit requiring repairs for which the Association is responsible. In the event any such damage shall remain unreported for a period exceeding thirty days from the date the damage occurred, the owner responsible for reporting the damage shall be liable for all costs incurred by the Association in repairing the same.

F. Management of the Condominium Property. The Board has the authority and the responsibility to manage and administer the Condominium Property on behalf of all Unit Owners and the Association. The Board shall retain and employ on behalf of the Unit Owners and the Association a managing agent and may delegate to the agent such duties and services as the Board might otherwise be authorized or obligated to perform. The employment terms and the responsibilities of the managing agent shall be governed by a written management contract providing, among other things, that the initial term of such contract shall be not longer than one year, commencing on the date this Declaration is filed for record. Unless terminated at the end of such initial term, the contract shall continue in effect until sixty days after the Association or the agent delivers written notice terminating the contract. The Board may pay a reasonable compensation to the managing agent. Such compensation shall be a Common Expense of all Unit Owners.

Developer, or any entity in which Developer holds any interest or with which Developer is affiliated in any manner, may be employed by the Board as the managing agent or may be employed by the managing agent to perform a portion of its management responsibilities. The managing agent shall have the authority to enter into agreements with Developer or any firm or corporation affiliated with Developer, to provide for the joint management, maintenance and repair of the Condominium Property with any other condominium projects owned or managed by Developer or its affiliates. Any such joint agreements entered into with Developer may provide for sharing expenses,

purchasing equipment and supplies jointly, and sharing employees and management fixed costs among such condominiums.

The Board may employ on behalf of the Association such employees or contractors as the Board may deem necessary in order to perform the maintenance, repair, and administrative duties of the Association.

G. Warranties of Developer. Developer will warrant, in certain respects, the condition of the roof, major structural components, mechanical, electrical, plumbing and common service elements of the Condominium Property and the Units for limited periods of time. The Developer's warranty is stated in the Warranty Contract to be delivered by Developer to each Unit Owner at the closing of the sale of his Unit; and reference is hereby made to such Warranty Contract for the scope and duration of Developer's warranty.

H. Improvements; Alterations. Nothing shall be done in or to any Unit or Garage Unit or in, on, or to any Common or Limited Common Area or Facility which will impair the structural integrity of any building or other improvement. No person shall alter any structural component of any building or any other improvement located in any Common or Limited Common Area or Facility except as hereinafter provided.

(1) Common or Limited Common Areas and Facilities Bounding Unit or Garage Unit. No Unit Owner or other person shall make any addition, partition, or alteration or improvement in or to the Common or Limited Common Areas bounding or adjacent to his Unit or Garage Unit without the prior written consent of the Board and, if required in the mortgage documents, the holder of the first mortgage on said Unit or Garage Unit. The Board shall be obligated to answer in writing any written request by a Unit Owner for approval of such a proposed addition, partition, alteration or improvement within 60 days after receiving such request. The failure of the Board to answer in writing any such request within the stipulated time shall constitute the consent of the Board to the proposed addition, partition, alteration or improvement. The Board has the authority to delegate its responsibilities hereunder to the President of the Association or to a committee of Unit Owners or Board members formed for such purpose.

If any Unit Owner damages the Unit or Garage Unit of another Unit Owner or any Common or Limited Common Area or Facility as a result of making any such addition, partition, alteration, or improvement to the Common or Limited Common Areas and Facilities surrounding his Unit, such Unit Owner shall be responsible for the cost of repairing such damage.

(2) Common or Limited Common Areas and Facilities. Except as provided in Paragraph (1) above, no Unit Owner, occupant, or other person on behalf of a Unit Owner or occupant shall make any addition, improvement, partition, or alteration to any Common or Limited Common Area or Facility.

With the exception of contracts for which funds were allocated in the annual operating budget and further excepting contracts to remedy circumstances reasonably determined by the Board to be an emergency,

the Board may enter into a contract or undertake an addition, alteration or new improvement to any Common or Limited Common Area or Facility costing in excess of \$5,000.00 only if the plans and specifications for such addition, alteration, or improvement have been approved in writing by Unit Owners entitled to exercise a majority of the voting power of all Unit Owners. If such plans are approved by such number of Unit Owners, the Board may commence such addition, alteration or new improvement, and it either may charge all Unit Owners an Additional Operating Assessment for the cost thereof or may pay such costs from the Association's reserve funds, or both. Any addition, alteration or improvement which costs less than \$5,000.00 or which was funded in the annual operating budget, or which will reasonably remedy an emergency situation, may be undertaken by the Board without the prior approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Notwithstanding the above, if any addition, alteration or improvement to any Common or Limited Common Area or Facility shall be requested by any Unit Owner(s) independently of any action by the Board, and if in the opinion of 75% of the members of the Board, such requested addition, alteration or improvement benefits exclusively such Unit Owner(s) requesting the same and is not necessary to ensure public safety, to permit reasonable use of the Condominium Property, or to prevent damage to any part of the Condominium Property, then the Board shall not undertake any such addition, alteration or improvement until the Unit Owner(s) requesting the same shall agree in writing to repay within a period not exceeding twelve months by one or more installments of a Special Individual Unit Assessment all expenses incurred to complete such addition, alteration or improvement.

ARTICLE VIII

USE OF CONDOMINIUM PROPERTY AND RESTRICTIONS THEREON

The following restrictions and covenants concerning the use and occupancy of the Condominium Property run with the Land and are binding upon every Unit Owner or occupant, and their family members, guests, and invitees. All or any of such restrictions and covenants may be modified or revoked with the unanimous consent of all Unit Owners; further, the Board may excuse, in its discretion, any owner or occupant of a Unit from the operation or enforcement of any of such restrictions or covenants.

The Association or the Board may adopt, amend, and repeal reasonable Rules pertaining to the maintenance and administration of the Condominium Property and to the preservation of the health, safety, and general welfare of the Unit Owners or occupants. Written notice of such Rules shall be delivered to each Unit Owner or occupant.

Each Unit Owner or occupant shall be responsible and liable for ensuring that his family members, guests, and invitees comply with the following restrictions and the published Rules. The Board shall have the authority to suspend a Unit Owner's voting rights in the Association and the

Unit Owner's or the occupant's privilege to use the recreational facilities, if any, for a period beginning on the date of any infraction of the provisions of this Declaration or the published Rules and ending not later than thirty (30) days after the date such infraction is remedied by the Unit Owner. In its discretion the Board may also assess a fine not exceeding \$25.00 per day for each day any such infraction continues after the Board delivers written notice of such infraction to the responsible Unit Owner.

A. Use of Units. Each Unit shall be occupied and used exclusively for private residential purposes and purposes customarily incidental to a residence, provided that a Unit Owner or occupant who keeps business or professional records or accounts in his Unit for personal use, or makes business or professional telephone calls from his Unit shall be deemed to be using his Unit in a manner customarily incidental to a residential use. Notwithstanding this restriction, the Board may authorize a Unit Owner or occupant to use his Unit temporarily for a reasonable non-residential use.

B. Use and Sale of Garage Units. Each Garage Unit shall be occupied and used exclusively for the storage of permitted vehicles or recreational vehicles or for the storage of the personal property of a Unit Owner or occupant. No Garage Unit may be used for temporary or permanent living quarters. No permitted vehicle or recreational vehicle may be parked in a Garage Unit unless the door to the Garage Unit may be closed behind the same. All Garage Unit doors shall remain closed except when the owner or occupant thereof is entering or exiting the Garage Unit or is present and is otherwise using the Garage Unit.

No owner of a Garage Unit shall sell fee title in his Garage Unit to any person other than to another Unit Owner or to the purchaser of such owner's Unit. Unless the owner of a Garage Unit has previously conveyed the title to his Garage Unit to another Unit Owner, such owner shall convey the title to his Garage Unit to the purchaser of such owner's Unit.

If any owner conveys title in his Garage Unit to a person who is not a Unit Owner or the purchaser of the owner's Unit, such conveyance shall be voidable by the Association at any time. The Board may institute any proceeding at law or in equity to void any prohibited conveyance of a Garage Unit.

C. Use of Common Areas and Facilities. The Common Areas and Facilities may be used by Unit Owners and occupants and their families, guests, and invitees only in accordance with the purposes for which they are intended or for any reasonable purposes incidental to the residential use of a Unit, including access to and from any Unit or Garage Unit. All uses of the Common Areas and Facilities shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Unit Owners and occupants and shall comply with the provisions of this Declaration, Ohio law, and the Rules established by the Board.

No person shall use the Common Areas and Facilities in any of the following manners:

(1) To keep any property on any sidewalk, entrance, parking area, or driveway that obstructs the use of the same for an unreasonable period of time;

(2) To store personal property;

(3) To divert utilities serving the Common Areas and Facilities to an exclusively personal use;

(4) To start or maintain an open fire, except in a properly attended grill.

(5) To place or dump trash, garbage, refuse, debris, or excess materials.

Notwithstanding the foregoing restrictions, during the period Developer sells any Units pursuant to a common promotional plan, Developer may use the Common Areas and Facilities to facilitate the sale of its Units, provided that such use does not unreasonably interfere with the other Unit Owners' use and enjoyment of the Condominium Property.

D. Use of Limited Common Areas and Facilities. Each Unit Owner or occupant, his guests, invitees, or family members, is hereby granted an irrevocable easement to exclusively use and occupy the Limited Common Areas and Facilities adjacent to his Unit or assigned to his Unit by the Board. All Limited Common Areas and Facilities shall be used in accordance with the requirements of Ohio law, this Declaration, and the Rules established by the Board. Trash, garbage, or other waste material may not be dumped, placed, or permitted to remain in any Limited Common Area or Facility except in covered, sanitary containers placed in the trash enclosures located adjacent to the Unit. No open fire shall be permitted in any Limited Common Area or Facility except in a properly attended cooking grill located not less than five feet from any Unit Building.

E. Hazardous Actions or Materials. Nothing shall be done or kept in any Unit or Garage Unit or in or on any Common or Limited Common Area and Facility which might reasonably be expected to increase the cost of casualty or public liability insurance for the Condominium Property or for the property of the Unit Owners without the prior approval of the Board. No Unit Owner shall suffer any act to be performed or any property to be kept in his Unit or Garage Unit or in the Common or Limited Common Areas and Facilities which might result in the cancellation of any insurance covering the Condominium Property or the personal property of the Unit Owners, or which would violate Ohio law.

F. Signs; Advertisements. No sign, advertisement, poster, circular notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of any Common or Limited Common Area or Facility or in or on any vehicle parked in such areas by any Unit Owner or occupant, except: (1) signs approved by the Board which are placed on the Common Areas and Facilities to limit or otherwise regulate the use of the

Common Areas and Facilities, (2) street identification signs; (3) directional signs approved by the Board; and (4) any other sign approved by the Board in writing. Notwithstanding the above limitations, during the period Developer sells any Units pursuant to a common promotional plan, Developer may post signs on the Condominium Property advertising the Units to be for sale. The location of Developer's signs shall not unreasonably interfere with the Unit Owner's use and enjoyment of the Condominium Property.

G. Animals. No person may keep, breed, board and/or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose in any Unit or Garage Unit or in or upon any Common or Limited Common Area or Facility. The Board shall be entitled to establish Rules regulating the keeping of domestic pets including Rules limiting the size, number, and type of pets, prohibiting certain types of pets, limiting the activities of pets in the Common or Limited Common Areas and Facilities, and requiring owners to clean up after their pets. Each Unit Owner shall keep any permitted domestic pet(s) in accordance with the Rules established by the Board.

Pets shall not be permitted upon the Common Areas and Facilities of the Condominium unless carried or restricted by a leash which is not longer than six feet in length and which is controlled by a responsible person. Each owner of a pet shall be exclusively liable for any loss, claim or damage of any kind or nature whatever arising by reason of his keeping such pet. Each owner of a pet shall indemnify and save harmless the Association and all other Unit Owners from any such liability arising from keeping any pet in the Condominium Property.

If the Board determines that a pet constitutes a nuisance or creates a detrimental or dangerous condition for the Unit Owners, the Board may order the owner to remove such pet from the Condominium Property; the Board may charge any pet owner the costs of repairing any damage to the Condominium Property that is caused by his pet.

H. Nuisances. No person may conduct any noxious or offensive activity in any Unit or Garage Unit or in or upon any Common or Limited Common Area or Facility. Without limiting the generality of the foregoing, the following actions constitute nuisances which may not be conducted by any Unit Owner or occupant, his family, guests, or invitees:

- (1) Making any unreasonably disturbing noise;
- (2) Playing or suffering to be played any musical instrument in such manner as to unreasonably disturb any occupant of the Condominium;
- (3) Operating or suffering to be operated any phonograph, television, radio, or sound amplifier in such manner as to unreasonably disturb any occupant of the Condominium;
- (4) Soliciting any person or distributing any circulars or pamphlets to any person without the prior written approval of the Board;

(5) Performing any other act that may unreasonably endanger the health and safety of any occupant of the Condominium.

I. Business, Trade. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any part of the Condominium Property without the prior written approval of the Board.

J. Visible Areas. All windows located in Perimeter Walls or in doors attached to Perimeter Walls shall be clear glass or clear acrylic material. All draperies, blinds, or curtains covering the inside of any window shall show a solid white color or lining to the exterior. Nothing shall be hung or displayed in or on any window except the above-described draperies, blinds, or curtains.

No person shall paint or otherwise decorate any exterior portion of a Unit or Garage Unit that is adjacent to a Common or Limited Common Area or Facility, including without limitation any exterior surfaces of window frames, doors, screens, or storm doors, without the prior written approval of the Board. No person may hang, place, display, or attach any sign, picture, advertisement, or other visual display on the walls of any building or other improvement except the Perimeter Walls or Interior Walls of a Unit without the prior written approval of the Board. No awning, canopy, shutter, television or radio antenna, citizens' band radio antenna or transmitter, or any other device, ornament, or projection shall be affixed to or placed upon the exterior walls, doors, or roofs of any building or other improvement without the prior written approval of the Board. No clothes, clothes line, or other laundry shall be hung or exposed in or on any of the Common or Limited Common Areas and Facilities without the prior written approval of the Board. Any approval given by the Board pursuant to this paragraph shall be subject to all Rules adopted by the Board.

K. Recreational Facilities, If Any. All recreational facilities, if any, located in the Common Areas and Facilities may be used for general recreational purposes by Unit Owners and occupants, their families, invitees, and guests. All persons using said facilities will comply with the Rules established for such facilities by the Board.

L. Renting and Leasing. No Unit or Garage Unit, or any part thereof, may be used or rented for hotel or transient uses. "Hotel or Transient Uses" include all uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and similar services, and includes leases to roomers or boarders of a portion of a Unit only. No Unit or Garage Unit may be leased for a term less than six months without the prior written approval of the Board. Notwithstanding the above limitations, during the period Developer sells any Units pursuant to a common promotional plan, Developer may lease any Units or Garage Units owned by Developer to tenants on a month-to-month basis or for such term as Developer shall deem appropriate.

The Board shall prepare a written lease agreement which shall be used by every Unit Owner who conveys a leasehold interest in his Unit. The

Board's lease agreement shall provide, among other things, that the tenant's rights in the Unit are subject to the provisions of this Declaration and the Rules established by the Board and are subject to the Board's right to enforce such provisions and rules. Said lease agreement shall further provide that no more than four tenants may occupy the Unit as their residence. Said lease agreement shall further provide that any violation by the tenant, his family members, guests or invitees, of the provisions of this Declaration or the Rules established by the Board shall constitute an event of default under the lease agreement. A copy of each such lease agreement shall be provided to the Board prior to the date the tenancy begins. Within seven (7) days after any tenancy begins, the Unit Owner shall deliver a written notice to the Board specifying the name of each occupant, the street address of the leased Unit, the home and business telephone numbers of each occupant, and the number and type of pets owned by the occupant(s), if any.

If any owner of a leased Unit fails to cure or cause to be cured any event of default under the lease within seven days after the Board delivers a written notice to such Unit Owner specifying such event of default, the Board may exercise all of the remedies available to such Unit Owner, including without limitation terminating the lease and instituting any proceeding to recover possession of the Unit. All costs incurred by the Board in exercising such remedies, including the cost of any reasonable attorney fees, may be charged to the Unit Owner by a Special Individual Unit Assessment.

Any Unit Owner who leases his Unit in violation of this Paragraph (L) shall be subject to such reasonable penalties as the Board may deem appropriate. Each owner of a leased Unit or Garage Unit shall be responsible for the cost of repairing any damage to any Unit, Garage Unit, or Common or Limited Common Area or Facility that is caused by the occupant(s) of such owner. If the Association repairs such damage, the cost of such repairs may be charged to the responsible Unit Owner by a Special Individual Unit Assessment.

M. Vehicles. No motorcycle, boat, trailer, motor home, recreational vehicle (excluding vans), or commercial vehicle except delivery trucks employed to make deliveries to Unit Owners or trucks of persons temporarily servicing any portion of the Condominium Property shall be parked or stored on any portion of the Common or Limited Common Areas and Facilities without the prior written approval of the Board. Any motor vehicle may be parked in a Garage Unit if the door thereof will close behind it. All motor vehicles parked on or about the Common Areas and Facilities shall display a current vehicle license plate of the State in which the vehicle is registered. No motor vehicle shall be washed or repaired or disassembled on any portion of the Common Areas and Facilities; and any inoperable motor vehicle left on or about the Common Areas and Facilities for a period exceeding seven days may be removed by the Board at the expense of the owner of the vehicle.

The Board shall be entitled to create reasonable Rules concerning the parking of any vehicle permitted in the Common and Limited Common Areas. The Board may levy Special Individual Unit Assessments against Unit

Owners or occupants who violate such Rules or suffer such Rules to be violated by their family members, guests, or invitees.

N. Architectural Control. No person shall undertake or commence or contract for the following changes or improvements until the plans and specifications showing the nature, type, shape, size, color, and location of any of such changes or improvements have been approved in accordance with Article VII, Section H of this Declaration.

(1) Erect or maintain any building, fence, wall or structure in any Common or Limited Common Area or Facility;

(2) Make any addition, alteration, or change, including without limitation landscaping and painting, to any Common or Limited Common Area or Facility;

(3) Paint or decorate any exterior portion of a Unit or Garage Unit that is adjacent to any Common or Limited Common Area or Facility.

The above improvements are listed as examples of improvements and alterations which are governed by Article VII, Section H, and they do not constitute the only improvements subject to such section.

O. Building on Easements. With the exception of such structures, landscaping, or other improvements as may exist at the time this Declaration is filed of record, no structure, landscaping, or other improvement shall be located, constructed, installed, or permitted to remain in any easement area designated for the installation and maintenance of utilities and drainage facilities without the prior written approval of the Board and of the party to whom the easement was granted.

P. Keys; Forcible Entry. Each Unit Owner shall deliver to the Treasurer of the Association the key to each lock on any door located in any Perimeter Wall or Interior Wall of his Unit. Each Unit Owner shall also furnish the Treasurer with the key(s) to the lock(s) securing his Garage Unit, if any. The Association shall indemnify and hold harmless each Unit Owner who delivers such keys from any loss or damage resulting from the use of such keys to obtain an entry into his Unit or Garage Unit that is not authorized by the provisions of this Declaration. The Board and its authorized agents or employees shall use such keys to enter any Unit or Garage Unit only in accordance with the provisions of this Declaration.

If any Unit Owner fails or refuses to deliver such keys to the Treasurer, and if the Board or its authorized agents or employees damage any portion of his Unit or Garage Unit or of the Common or Limited Common Areas and Facilities while forcibly making any authorized entry into his Unit or Garage Unit to perform act(s) which are authorized by the provisions of this Declaration, then the Association and the Board, its authorized agents and employees, shall not be responsible either for the cost of repairing or restoring such damaged portions of his Unit or Garage Unit or for the cost of any personal property which may be removed after such entry by any unauthorized

person who enters the Unit or Garage Unit. The Board shall cause any damaged portions of the Common and Limited Common Areas to be repaired and restored, and the Board shall charge the costs of such repair or restoration to such Unit Owner by a Special Individual Unit Assessment. The Board may repair any damaged portions of the Unit or Garage Unit if the Board determines that immediately repairing such damaged portions will reasonably effect a substantial benefit to the Condominium Property; however, the Board shall not be obligated to make such repairs. The Board may charge the costs of repairing the damaged portions of the Unit or Garage Unit to such Unit Owner by a Special Individual Unit Assessment.

By accepting the deed conveying title to a Unit or Garage Unit, each Unit Owner who fails or refuses to deliver to the Treasurer a full set of keys to the doors of his Unit or Garage Unit, on behalf of himself, his family members, authorized occupants, guests and invitees, authorizes the Board and its authorized agents and employees to forcibly enter his Unit or Garage Unit in those circumstances authorized in this Declaration and to perform all acts in his Unit or Garage Unit which are authorized by this Declaration. Each such Unit Owner, on behalf of himself, his family members, authorized occupants, guests and invitees, further waives all legal or equitable claims which such person(s) may have against the Board and the Association for any loss or damage to any portion of the Unit or Garage Unit or to any personal property located in the Unit or Garage Unit arising out of any such authorized entry into his Unit or Garage Unit.

ARTICLE IX

UNIT OWNERS' ASSOCIATION

A. Formation. Developer has formed, for the purpose of managing the Condominium and administering the mutual affairs of the Unit Owners, a non-profit Ohio corporation named Windgate Village Unit Owners' Association.

B. Membership, Notice of Membership. Membership in the Association shall be extended only to persons who are Unit Owners, and each Unit Owner shall automatically become a member of the Association upon acquiring title to a Unit. Membership in the Association is a right appurtenant to and inseparable from a Unit Owner's fee simple title in a Unit; and such right of Association membership shall automatically transfer to any transferee of the fee simple title in a Unit at the time such title is conveyed.

Within ten (10) days after the closing of his purchase of a Unit, each purchaser of a Unit shall notify the Secretary of the Association in writing of the following: (a) the purchaser's residence address, (b) the purchaser's business and home telephone numbers, and (c) the name and address of the holder(s) of any mortgage(s) encumbering his Unit, together with a copy of such mortgage(s).

C. Voting Rights. In connection with matters properly submitted to a vote of the Association members, each Unit Owner shall be entitled to cast one vote per each Unit owned solely by such Unit Owner or shall be entitled to cast that portion of one vote equal to the undivided interest of such Unit Owner in his Unit.

D. Developer Control of the Association. During the period beginning on the date this Declaration is filed of record with the Recorder's Office, Franklin County, Ohio, and ending either on the date which is five (5) years from the date of the filing of this Declaration or the date which is thirty (30) days after that date on which the aggregate number of sales and conveyances of Units to purchasers in good faith for value exceeds 75% of the maximum number of Units which may be created in the Condominium, as provided in Article XVII of this Declaration, whichever shall be the earlier ending date (such period being hereinafter referred to as the "Developer Control Period"), the Developer shall be entitled to exercise all powers and fulfill all responsibilities assigned by this Declaration, the Code of Regulations, or by law to the Association, the Board, and the Officers of the Association ("Officers").

E. Board of Trustees; Officers. Except as otherwise provided in this subsection (E), during the Developer Control Period the Board shall be comprised of those persons designated by the Developer and the Officers shall be those persons designated by the Developer. During the Developer Control Period the Developer shall be entitled to remove all Board members or Officers appointed by Developer without cause and, except as otherwise provided herein, shall be entitled to appoint substitute Board members or Officers for those persons so removed.

At such time as the Developer has sold and conveyed an aggregate number of Units equal to 25% of the maximum number of Units which may be created in the Condominium, the Association shall meet and the Unit Owners other than the Developer shall elect not less than 25% of the members of the Board. At such time as the Developer has sold and conveyed an aggregate number of Units equal to 50% of the maximum number of Units which may be created in the Condominium, the Association shall meet and the Unit Owners other than the Developer shall elect not less than 33 1/3% of the members of the Board. Prior to the expiration of the Developer Control Period, the Developer shall be entitled to appoint and remove all Officers of the Association as provided above.

Within thirty (30) days after the expiration of the Developer Control Period, the Association shall meet and the Unit Owners including Developer shall elect a new Board of Trustees pursuant to the requirements of the Code of Regulations. Upon their election the new Trustees shall immediately appoint the Officers as provided in the Code of Regulations. The Trustees so elected to the Board and the persons appointed to be Officers shall take office upon election.

F. Service of Process. Until the Developer Control Period expires, the person to receive service of process for the Association shall be the

statutory agent of the Ohio non-profit corporation which serves as the Association, such agent presently being Phillip H. Barrett, 37 West Broad Street, Columbus, Ohio 43215. After the Developer Control Period expires, each succeeding President of the Association who is elected thereafter shall serve as the statutory agent designated by the Association to receive service of process for the Association. Each newly elected President shall file an amended appointment of statutory agent with the Secretary of State, State of Ohio, within ten (10) days after his election.

ARTICLE X

COMMON EXPENSES; COMMON SURPLUS; ASSESSMENTS; REMEDIES

A. Common Expenses.

(1) Determination; Annual Operating Budget. At least sixty (60) days prior to the end of each fiscal year of the Association the Board shall have prepared or caused to be prepared an operating budget covering the estimated costs of operating the Association and of maintaining, administering, and repairing the Condominium Property during the ensuing fiscal year. The budget shall set forth the estimated total cost for the ensuing fiscal year of all Common Expenses of the Condominium and shall set forth the sums to be paid from Annual Operating Assessments into the Working Capital Reserve Fund and the Capital Improvements Reserve Fund.

At least thirty (30) days prior to the end of each fiscal year of the Association, the Secretary of the Association shall deliver to each Unit Owner a copy of the operating budget for the ensuing fiscal year, together with a written statement setting forth the annual amount of and the monthly installments of the Annual Operating Assessments to be charged against his Unit and Garage Unit, if any, in such ensuing fiscal year. The Secretary shall include with such budget and Assessment statement a list of all Unit Owners who have failed to pay any special assessments, installments of operating assessments, or any other assessment charged in any preceding month or year. The operating budget and such assessments shall become effective unless disapproved by a vote of two-thirds (2/3) of the voting power of the Association exercised at the annual Association meeting or at a special meeting called for the purpose of reviewing the budget. If the Board fails to prepare and deliver the operating budget prior to the beginning of any ensuing fiscal year or if in any new fiscal year the Association disapproves the proposed operating budget for such year, the annual operating budget that was in effect for the preceding fiscal year shall continue in effect until such time as the Association approves a new operating budget for such ensuing fiscal year.

The Board shall maintain a current a list showing the amount of the monthly installment charged to each Unit and Garage Unit for Common Expenses and the amount of any unpaid special assessments or unpaid operating assessment installments due from any Owner. This list shall be kept

in the office of the Board and may be inspected by any Unit Owner within 48 hours after delivering reasonable notice to the Board.

(2) Reserve Funds. The Board shall establish a Working Capital Reserve Fund to be utilized for financing the operation of the Association during its first fiscal year and, thereafter, for paying such necessary costs and expenses of operating the Association and of repairing and maintaining the Condominium Property as shall exceed the funds specifically designated therefor in the operating budget for any fiscal year of the Association.

The Board shall also establish a Capital Improvements Reserve Fund to be utilized only for the purpose of repairing, restoring, replacing, or improving the buildings and other capital improvements, together with the fixtures or equipment associated therewith, or for the purpose of providing for contingencies of a substantial and non-recurring nature. The amounts allocated to the Capital Improvements Reserve Fund may be reduced or temporarily eliminated by the Board upon the accumulation in such Reserve Fund of a sum equal to 20% of the full replacement value of the Condominium Property for casualty insurance purposes.

The total of the amounts designated by the Board to be paid into the Capital Improvements Reserve Fund each fiscal year shall not exceed 20% of the aggregate Common Expenses for such fiscal year, unless Unit Owners entitled to exercise at least 75% of the voting power of the Association shall approve at a meeting of the Association an amount of reserve funds in excess of such percentage. The Capital Improvements Reserve Fund shall be deposited in an account with a lending institution whose accounts are insured by an Agency of the United States of America or may, in the discretion of the Board, be invested in the obligations of such lending institution, in the obligations of the United States of America, or in obligations fully guaranteed as to principal by the United States of America. The proportionate interest of any Unit Owner in any reserve fund shall be considered an appurtenance of his Unit, shall not be separated from such Unit, and shall be deemed to transferred with the fee simple title in such Unit.

B. Common Surplus. If at the end of a fiscal year of the Association the Board determines that a Common Surplus exists, within thirty (30) days of the end of such fiscal year the Board shall notify in writing all Unit Owners of such common surplus. The Board shall apply said common surplus toward the reserve funds to be collected in the ensuing fiscal year pursuant to the annual operating budget, provided that if the Unit Owners entitled to exercise 75% of the voting power of the Association shall determine at a meeting of the Association that such sums should be reimbursed to the Unit Owners, or if all Owners shall so determine in writing, such Common Surplus shall be disbursed to the Unit Owners in proportion to the Percentage Interest of each Unit and Garage Unit.

C. Initial Board Meeting. At the first meeting of the initial Board, it shall determine the operating budget for the period commencing on the date 30 days after the date of such first meeting and ending on the last day of the fiscal year of the Association in which such first meeting occurs.

The Board shall also establish at such meeting the amount of funds to be paid into the Working Capital Reserve Fund to be utilized for financing the operation of the Association during its first fiscal period.

D. Types of Assessments. By accepting a deed to a Unit or Garage Unit, each Unit Owner is deemed to covenant and agree to pay to the Association the following assessments: (i) an Initial Assessment, (ii) Annual Operating Assessments; (iii) Additional Operating Assessments; (iv) Special Capital Improvements Assessments, and (v) Special Individual Unit Assessments. Developer hereby covenants to pay the above assessments for any Units or Garage Units owned by Developer during the period Developer owns such Units or Garage Units, except as specifically provided otherwise herein.

E. Initial Assessment. Each initial purchaser and every subsequent purchaser of a Unit or Garage Unit shall be obligated to pay an Initial Assessment into the Working Capital Reserve Fund at the time the purchaser closes the purchase of the Unit or Garage Unit. Such Initial Assessment shall be in an amount equal to two monthly installments of the Annual Operating Assessment. No purchaser shall be entitled to a reimbursement from the Association of the Initial Assessment.

In addition to said Initial Assessment, at the closing of the purchase of a Unit or Garage Unit, each purchaser shall pay a portion of one monthly installment of the Annual Operating Assessment, (the "monthly installment"), prorated from the date of the closing to the end of the calendar month in which the closing occurs, and shall also prepay the monthly installment for the ensuing month following the closing. Such additional operating assessments shall be paid into the general operating fund of the Association to be disbursed in accordance with the annual operating budget.

A "purchaser" of a Unit or Garage Unit is any individual, group of individuals, or legal entity that purchases a condominium ownership interest in a Unit or Garage Unit from the Developer or from a Unit Owner other than the Developer. The Developer shall not be deemed a purchaser.

F. Annual Operating Assessment. At the time the Board completes the preparation of the annual operating budget, the Board shall allocate to each Unit and Garage Unit its share of the total estimated Association expenses set forth in the budget. The Annual Operating Assessment chargeable to each Unit or Garage Unit shall be computed by multiplying the Percentage Interest of the Unit or Garage Unit by the amount of the total Common Expenses and Reserves set forth in the budget. For administrative convenience any such assessment may be increased to the nearest whole dollar.

After the purchaser of a Unit or Garage Unit prepays the monthly installment of the Annual Operating Assessment at Closing, the Annual Operating Assessment shall thereafter be due and payable from such Unit Owner in equal monthly installments, in advance, beginning on the first day of the second month following the month of the date of closing the purchase of his Unit or Garage Unit and continuing on the first day of each and every month thereafter until the date the Unit Owner conveys his condominium ownership

interest in his Unit or Garage Unit, unless otherwise established by the Board. Provided that, nothing herein shall prohibit any Unit Owner from prepaying the Annual Operating Assessment in annual, semi-annual, or quarterly increments.

No Unit Owner may gain exemption from liability for the Common Expenses assessed against his Unit or Garage Unit, if any, by waiving or foregoing the use or enjoyment of any of the Common Areas and Facilities or by abandoning his Unit or Garage Unit.

G. Additional Operating Assessments. In the event the Board determines at any time that the aggregate annual assessments required to fund any annual operating budget shall be insufficient to satisfy all of the Common Expenses to be incurred in such fiscal year, the Board shall deliver to the Unit Owners written notice describing the deficiency, allocating the deficiency among the Units and Garage Units in proportion to the Percentage Interest of each Unit and Garage Unit, and establishing the date for payment and the means of payment of such allocated amounts. Such notice shall be delivered to the Unit Owners at least 30 days prior to the date established in the notice for payment of the Additional Operating Assessment. Notwithstanding the above, if Unit Owners entitled to exercise 75% of the voting power of the Association object in writing to the Additional Operating Assessment within 15 days after the delivery of such notice, such assessment may not be charged or enforced until the Association approves such assessment in a special or regularly called meeting of the Association.

H. Special Capital Improvements Assessments. In addition to the Annual Operating Assessment and the Additional Operating Assessments which the Board may levy in any fiscal year, the Board may also levy in the same fiscal year special assessments for the purpose of defraying the cost of constructing, reconstructing, or replacing capital improvements constituting or situated upon the Common Areas and Facilities to the extent the Capital Improvements Reserve Fund shall be insufficient to accomplish such purposes. Provided that, new capital improvements not replacing existing improvements shall not be contracted for or constructed, nor shall any assessments be levied therefor until such new improvements and assessments have been approved in a meeting of the Association by Unit Owners entitled to exercise not less than 75% of the total voting power of the Association. Provided further that the Board shall not levy against any Unit Owner a Special Capital Improvements Assessment in excess of 25% of said Unit Owner's Annual Operating Assessment without first obtaining the approval in writing or by a vote at a meeting of the Association of Unit Owners entitled to exercise not less than 75% of the voting power of the Association of the contemplated construction, reconstruction, or replacement to be funded by the assessment.

Any Special Capital Improvements Assessment shall be allocated to the Units and Garage Units in proportion to the Percentage Interest of each Unit and Garage Unit. The Board shall notify the Unit Owners in writing of such assessments at least thirty (30) days prior to the date for payment of the assessment.

I. Special Individual Unit Assessments. The Board may levy against one Unit or Garage Unit or any number of Units or Garage Units a special assessment to reimburse the Association for costs incurred on behalf of any such Unit(s) or Garage Unit(s) that are properly chargeable to such Unit(s) or Garage Unit(s), including without limitation the cost of making repairs which are the responsibility of the Unit Owner, the cost of any insurance premiums separately billed to the Unit Owner, the cost of any utility expense chargeable to the Unit Owner but not separately billed to the Unit Owner by any Utility Company (including without limitation a proportionate amount of the cost of all utilities provided to an owner's Garage Unit), and all other charges deemed to be Special Individual Unit Assessments in this Declaration. In addition, until such time as the real estate taxes and assessments chargeable against each Unit and Garage Unit are divided into separate tax bills, the Association may pay when due the real estate taxes charged against the entire Condominium Property and thereafter collect such tax expense from each Unit Owner by means of special assessments charged against each Unit and Garage Unit in proportion to the Percentage Interest of each Unit and Garage Unit.

The Board may levy a Special Individual Unit Assessment against the Unit and/or Garage Unit of any Unit Owner or occupant who violates any Rule established by the Board for the regulation of the Condominium Property.

With the exception of special assessments charged for violations of this Declaration, the Code of Regulations, or the Rules, the Board shall deliver written notice to the owner of any Unit or Garage Unit to be charged with a Special Individual Unit Assessment at least thirty (30) days prior to the date established for payment of the assessment.

J. Nonpayment of Assessments; Remedies of the Association.

(1) Late Charge; Acceleration. If any operating or special assessment or any monthly installment of an assessment shall remain unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may thereafter charge interest on such unpaid sum at the highest legal rate of interest, and the Board shall further be entitled to declare the entire unpaid balance of such assessment to be immediately due and payable and thereafter charge interest on said unpaid balance at the highest legal rate of interest.

(2) Liability for Unpaid Assessment. Each such unpaid assessment and/or installment of an assessment, together with interest thereon and costs, shall be the personal obligation of the owner or owners of the Unit or Garage Unit at the time the assessment or unpaid installment became due and payable. The Board may authorize the President, Vice-President, Secretary, Assistant Secretary, or Treasurer of the Association to institute an action at law on behalf of the Association against the Unit Owner or Owners personally obligated to pay any delinquent assessment. The personal obligation for delinquent assessments shall not pass to successors in title who acquired a condominium ownership interest in a Unit or Garage Unit after any assessment became due and payable in connection therewith. Except as otherwise provided

herein, the transfer of a condominium ownership interest in a Unit or Garage Unit to a purchaser not obligated to pay delinquent assessments shall not impair the Association's lien against such Unit or Garage Unit for such delinquent assessment or prohibit the Association from foreclosing such lien.

(3) Liens. All unpaid operating or special assessments or installments of assessments, together with any interest or costs thereon, shall constitute a continuing charge in favor of the Association on the Unit or Garage Unit against which such assessment is levied. After any assessment or monthly installment shall remain unpaid for ten (10) days or more, the Board may authorize any officer or appointed agent of the Association to file a Certificate of Assessment Lien for all or any part of the unpaid balance of such Assessment, together with interest and costs, with the Recorder's Office of Franklin County, Ohio. The Certificate shall contain a description of the Unit or Garage Unit which the lien encumbers, the name or names of the record owner or owners of such Unit or Garage Unit, the amount of the unpaid portion of the assessment, and such other information as Ohio law may require. The Certificate shall be signed by the President, Vice-President, Secretary, or Treasurer of the Association. Upon the filing of such Certificate, the subject Unit or Garage Unit shall be encumbered by a continuing lien in favor of the Association. The assessment lien shall remain valid for a period of five (5) years from the date such certificate was duly filed, unless the lien is released earlier 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 unless the lien is discharged by the final judgment or order of a court in an action brought to discharge the lien.

The assessment lien may be foreclosed in the same manner as a mortgage on real property in an action instituted on behalf of the Association by its President, Vice-President, Secretary, or Treasurer pursuant to written authorization given to such officer by the Board. During any action to foreclose the lien, the owner or owners of the encumbered Unit or Garage Unit shall be required to pay a reasonable rental for the use of the Common Areas and Facilities and all common utilities during the pendency of such action. The Association, as plaintiff in any such action, shall be entitled to purchase the Unit or Garage Unit at the foreclosure sale. If the Association shall institute such an action, interest on the unpaid assessment and the costs of such action, including attorneys fees, shall be added to the amount of the assessment and other charges demanded in such action, to the extent permitted by Ohio law.

(4) Vote on Association Matters; Use of Recreational Facilities, If Any. If any operating or special assessment against any Unit or Garage Unit shall remain unpaid for a period exceeding thirty (30) days after the same shall become due, the Board may suspend the Unit Owner's voting rights in the Association and his privilege to use the recreational facilities, if any, for a period beginning on said thirtieth day after the assessment became due and ending on the date such assessment is paid.

(5) Notice to Mortgagees. The Board shall notify the holder of a first mortgage on any Unit or Garage Unit against which an assessment has

been levied and has remained unpaid for a period exceeding thirty (30) days of the delinquency of such assessment.

K. Subordination of the Lien to First Mortgages. The assessment lien shall be subject and subordinate to the lien of any duly executed first mortgage on the encumbered Unit or Garage Unit; and any holder of such first mortgage which comes into possession of a Unit or Garage Unit by means of the remedies provided in the mortgage, foreclosure of the mortgage, or a deed or an assignment in lieu of foreclosure and any purchaser of a Unit or Garage Unit in connection with the foreclosure of such first mortgage shall take the property free of any claims for unpaid assessments, charges, or unpaid installments thereof against the mortgaged Unit or Garage Unit which became due and payable prior to the time such holder or purchaser took title to that Unit or Garage Unit.

L. Sale of Unit; Certificate Regarding Assessments. Every Unit Owner shall notify the Board in writing of any legal or equitable interest in his Unit or Garage Unit which such Unit Owner intends to convey. A Unit Owner shall not convey any legal or equitable interest in his Unit or Garage Unit, except a leasehold interest, until the President or Treasurer of the Association certifies in writing that all assessments due and payable from such Unit Owner have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If a Unit Owner shall convey any such interest in his Unit or Garage Unit without obtaining such certificate, such conveyance shall be voidable by the Association within one year after the date such interest is conveyed. The Board may institute any proceedings at law or in equity to void such conveyance at any time during such one year period.

ARTICLE XI

INSURANCE

A. Fire and Extended Coverage Insurance. The Board shall obtain and maintain insurance for all structures and improvements now or hereafter constituting the Common and Limited Common Areas and Facilities against loss or damage by fire, windstorm, malicious mischief, vandalism and all other hazards ordinarily insured against in fire and extended coverage insurance policies issued in Franklin County, Ohio (the "Fire Insurance"). The Fire Insurance shall further insure all bathroom and kitchen fixtures and cabinets, all wall to wall carpeting, all built-in appliances, and all other built-in or installed fixtures and equipment now or hereafter located in any Unit, together with all interior walls, windows, doors and the frames, jambs, sashes and hardware thereof constituting part of any Unit. Each Unit Owner shall notify the Board of all permanent improvements valued in excess of \$5,000.00 made by the Unit Owner to his Unit or Garage Unit. The Fire Insurance policy shall contain an agreed amount endorsement establishing coverage in an amount determined by the insurer from time to time to be sufficient to prevent the

Unit Owners from becoming co-insurers under the terms of any applicable co-insurance provision, provided that such coverage shall not be less than the actual replacement cost of all buildings and improvements now or hereafter situated on the Condominium Property, exclusive of the cost of excavations, foundations and footings. The Board shall notify the insurer in writing if Developer annexes the Additional Land to the Condominium Property pursuant to Article XVII of this Declaration, and after such annexation the Board shall increase the coverage of the Fire Insurance to the amount necessary to satisfy the above-described minimum limits of coverage.

The Fire Insurance shall name the Association as the insured for the use and benefit of the Unit Owners. The insurance policy shall contain a waiver by the insurer of its right of subrogation for any claims against the Developer and for any claims against the Association, the Association's Officers, the Managing Agent employed by the Association, the members of the Board, and the Unit Owners, unless otherwise specified by the Board. The Fire Insurance Policy shall bear an endorsement which requires that if the aggregate proceeds payable from such policy for any casualty shall exceed \$25,000, the total amount of such proceeds shall be paid to the Insurance Trustee named therein and that if such aggregate amount of proceeds shall be less than \$25,000.00 they shall be paid to the Association. The Fire Insurance policy shall provide by endorsement or otherwise that its coverage shall not be cancelled, invalidated, or suspended on account of the conduct of any member of the Board or of any Officer or employee of the Association, or of the Managing Agent employed by the Association unless the Association fails to remedy such conduct within thirty days after the insurer delivers written notice to the Board specifying the conduct to be remedied.

The Fire Insurance policy shall contain or shall have attached thereto a standard mortgage clause customarily acceptable to institutional mortgage lenders in Franklin County, Ohio in favor of each holder of a mortgage on a Unit and on a Garage Unit. Such mortgage clause shall provide that all proceeds of the Fire Insurance policy shall be paid to the Association or the Insurance Trustee for the use and benefit of the Unit Owners and the named mortgagees as their interests may appear. The Fire Insurance policy shall further provide that the coverage of any mortgagee of a Unit or Garage Unit will not be cancelled, substantially modified, or otherwise affected by the failure of the Association to pay the premiums for the Fire Insurance or by the conduct of any Unit Owner or household member of any Unit Owner, any Occupant of the Unit or Garage Unit, the Board, any Officer of the Association, or any agent or employee of the Association without the insurer's delivering written notice thereof to such mortgagee at least 30 days prior to the date of such cancellation or modification.

The Board shall obtain the Fire Insurance policy from an insurer authorized to write insurance in the State of Ohio which has a financial rating of at least "A" and a general policy holder's rating of at least "Ten," as determined by the most current available edition of Best's Insurance Reports, or its successor.

The Board shall obtain one master Fire Insurance policy covering physical damage for the entire Condominium Property under which the insurance company will issue to each Unit Owner a certificate or sub-policy specifying the coverage applicable to his Unit and Garage Unit, if any, and the undivided interest in the Common Areas and Facilities appurtenant to his Unit and Garage Unit, if any. The cost of the premiums for the Fire Insurance shall be paid by the Association as a Common Expense.

B. Insurance Trustee. The Board shall designate a bank, trust company, savings and loan association, insurance company, or institutional lender as a Trustee to hold all Fire Insurance policies and endorsements, to receive all proceeds from such policies when the aggregate proceeds shall exceed \$25,000.00, and to disburse all proceeds received from such policies or otherwise in accordance with the terms of the Trust Agreement by and between the Board and the Trustee. The Board shall deposit all policies and endorsements of Fire Insurance with such Trustee.

The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of the coverage, the form or content of the policies, the correctness of the amount of any proceeds received by it, or the failure of the Association to demand payment of any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive the proceeds that are paid to it and to hold and disburse such proceeds on behalf of the Association for the benefit of the Unit Owners and their respective mortgagees in accordance with the terms and conditions of the Trust Agreement governing the Insurance Trust.

C. Liability Insurance. The Board shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the members of the Board, and the Unit Owners and occupants of Units against claims for personal injuries and property damage occurring in, on, or about the Common and Limited Common Areas and Facilities. This liability insurance shall insure against all risks that the Board may determine to be customarily insured against with respect to housing developments located in Franklin County, Ohio which are similar to the Condominium in construction, purpose and use. The Board shall review the amounts of such coverage at least one time each fiscal year. In no event shall the amounts of such coverage be less than \$1,000,000.00 for any bodily injury or death and any property damage suffered in any one accident or occurrence. This public liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant because of the negligent act of the Association, the Board, or other Unit Owners or occupants. This policy shall also contain a cross liability endorsement under which the rights of any named insured under the policy shall not be prejudiced with respect to any action he may have against another named insured.

D. Separate Unit Owners' Insurance. Each Unit Owner or occupant may obtain insurance at his expense for his Unit and Garage Unit, if any, in addition to the insurance obtained by the Association, provided that no Unit Owner or occupant shall be entitled to purchase any individual policy of fire or extended coverage insurance insuring against the casualties covered in the

Fire Insurance policy. In the event any additional insurance obtained by any Unit Owner or occupant shall cause any diminution in the amount of proceeds payable to the Association or the Insurance Trustee under the Fire Insurance policy or shall cause the insurance coverage maintained by the Board to be otherwise brought into contribution with such additional insurance of the Unit Owner or occupant, the Unit Owner or occupant obtaining such additional insurance shall be liable to the Association for any diminution or loss of proceeds suffered by the Association as a result of such additional insurance.

A Unit Owner or occupant may, at his own expense, obtain insurance against losses with respect to personal property and furnishings in his Unit or Garage Unit, if any, and losses to the improvements in such Unit or Garage Unit, if any, installed or constructed by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment located in the Units or Garage Units, a Unit Owner shall not obtain insurance coverage exceeding the type and nature of coverage commonly referred to as "tenants improvements and betterments." Any Unit Owner who obtains insurance covering any portion of the Condominium Property other than personal property shall file a copy of the policy of such insurance with the Board within thirty days after the purchase of the insurance or the cancellation thereof.

It is the responsibility of each Unit Owner to obtain, at his expense, public liability insurance with respect to events occurring within his Unit and Garage Unit, if any.

All insurance separately carried by a Unit Owner to cover his Unit or Garage Unit, if any, shall contain a waiver by the insurer of subrogation rights against the Developer, the Association, the members of the Board, the Officers of the Association, and all Unit Owners and occupants.

E. Other Association Insurance; Fidelity Bonds. The Board may obtain and maintain contractual liability insurance, trustees' and officers' liability insurance, workmen's compensation insurance, and such other insurance as the Board may determine to be necessary to the welfare of the Association and the Unit Owners.

The Board shall obtain fidelity bond coverage with respect to persons handling Association funds. The amount of such bond coverage shall be determined by the Board.

F. Board as Agent. The Board is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien on a Unit or Garage Unit and for each owner of any other interest in the Condominium Property for the purpose of adjusting all claims arising under insurance policies purchased by the Board on behalf of the Association and of executing and delivering releases upon the payment of claims.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION OF BUILDINGS

A. Damage to Common and Limited Common Areas and Facilities; Sufficient Insurance. If the improvements constituting all or any part of the Common or Limited Common Areas and Facilities other than all or any part of a Unit Building or garage building shall suffer damage from any cause or peril insured against and if the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repairing and restoring such improvements, then such repair and restoration shall be undertaken by the Association and the insurance proceeds shall be applied by the Association or the Insurance Trustee in payment therefor. Such repair or reconstruction shall be conducted in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and are added to the Drawings by an amendment to this Declaration. Provided, however, that if within thirty (30) days after such damage or destruction a sufficient number of Unit Owners and of holders of first mortgages on Units and Garage Units shall elect to terminate the Condominium pursuant to the provisions of Article XVI of this Declaration, then such repair and restoration shall not be undertaken.

B. Damage to Common or Limited Common Areas and Facilities, Insufficient Insurance. If any improvements constituting a part of the Common or Limited Common Areas and Facilities which is not a part of a Unit Building or garage building shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds for which are not sufficient to pay the cost of repairing or restoring such damage, the damaged property shall be repaired and restored unless Unit Owners entitled to exercise at least 75% of the voting power of all Unit Owners and two-thirds (2/3) of the holders of first mortgages encumbering Units elect within thirty (30) days after such damage not to repair the damaged Condominium Property. Such repair or reconstruction shall be conducted in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and are added to the Drawings by an amendment to this Declaration.

The amount by which the cost of reconstructing and restoring the damaged Common or Limited Common Areas and Facilities other than Unit Buildings and/or garage buildings exceeds the insurance proceeds payable therefor shall be an expense of the Association which may be paid from the Capital Improvements Reserve Fund or which may be individually charged against the Units and/or Garage Units by a Special Capital Improvements Assessment.

C. Damage to Unit Buildings and Garage Buildings. If Units and/or Garage Units having an aggregate amount of Percentage Interests equal to or greater than 75% of the total amount of the Percentage Interests in the Condominium are substantially damaged by any casualty or occurrence, the Unit Owners may elect within sixty (60) days after such damage not to repair or restore the damaged Units and Garage Units and to terminate the Condominium.

Such election shall require both the affirmative vote of Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of all Unit Owners and the prior written consent of two-thirds (2/3) of the holders of first mortgages encumbering Units and Garage Units. In the event of such an election not to restore the damaged property, the Condominium shall be terminated forthwith and all of the Condominium Property shall be sold as upon partition.

If the Association shall elect to terminate the Condominium and not to repair the damaged Units and/or Garage Units, the net proceeds from the sale of all of the Condominium Property shall be delivered to the Insurance Trustee. The Insurance Trustee shall add such net sale proceeds to any insurance proceeds held by such Trustee to establish one fund; and the Trustee shall distribute said fund to each and every Unit Owner and his mortgagees, as their interests may appear, in proportion to the Percentage Interest of his Unit and Garage Unit, if any. A Unit Owner shall not be entitled to receive any portion of such fund until all mortgages, liens and encumbrances on his Unit and Garage Unit, if any, have been satisfied.

If the Association shall elect to repair or reconstruct the damaged Units and/or Garage Units, or in the event such damage shall occur to Units and/or Garage Units having an aggregate amount of Percentage Interests less than 75% of the total amount of Percentage Interests in the Condominium, the repair or reconstruction shall be conducted in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and added to the Drawings by an amendment to this Declaration. Each Unit Owner shall repair or reconstruct, at his sole expense, those portions of his Unit and Garage Unit, if any, which the Unit Owner is responsible for maintaining and repairing.

If the Association shall elect to repair or reconstruct the damaged Units and/or Garage Units and the insurance proceeds payable as a result of any damage or destruction to any Units and/or Garage Units shall not be sufficient to pay the cost of the necessary repairs or restorations to such Units and/or Garage Units, the Board may pay all or a part of such excess costs from the Capital Improvements Reserve Fund or may charge Special Individual Unit Assessments against the owners of the damaged Units and/or Garage Units in amounts sufficient to obtain the additional funds necessary to complete the repairs or restorations, or both. The amount of such additional costs assessed against each damaged Unit or Garage Unit shall be in the same proportion as the cost of all repairs and restorations to such Unit or Garage Unit bears to the total cost of all repairs and restorations to all damaged Units or Garage Units. If any Unit Owner fails to pay such individual assessment within 30 days of receiving written notice thereof from the Board, the Association may advance such sum on behalf of such Unit Owner; and such assessment thereafter shall constitute a lien on such owner's Unit and/or Garage Unit, if any, which is enforceable as otherwise provided in this Declaration.

D. Rehabilitation of the Condominium Property. The Association may determine that the Condominium Property is obsolete in whole or in part and

may elect by the affirmative vote of Unit Owners entitled to exercise at least eighty-five percent (85%) of the voting power of all Unit Owners, together with the written consent of a majority of the holders of first mortgages encumbering Units and Garage Units, to have all or any part of the Condominium Property rehabilitated. In the event the Association elects to rehabilitate the Condominium Property, any Unit Owner who voted not to rehabilitate the Condominium Property may elect to sell his Unit and Garage Unit, if any, to the Association subject to any first mortgage which has encumbered the Unit and/or Garage Unit, if any, for a period exceeding twelve (12) months or which is approved in writing by the Board, at the fair market value of such Unit and Garage Unit, if any, as of the date the election to rehabilitate was held less the amount of any such first mortgage liens. Such dissenting Unit Owner shall exercise this election to sell his Unit and Garage Unit, if any, by delivering written notice of such election to the President of the Association within five days after the date of the election to rehabilitate. Such written notice shall contain the proposed selling price and the amount and holders of all liens and encumbrances affecting the Unit and/or Garage Unit. If the Board and such dissenting Unit Owner are unable to agree upon the fair market price for the Unit and Garage Unit, if any, such price shall be determined by the majority vote of three appraisers to be selected as provided in Chapter 5311. The appraisers, their employees and authorized agents, shall be entitled to enter the Unit and/or Garage Unit at reasonable times in order to determine its value. The price paid to such dissenting Unit Owner shall be a Common Expense. The dissenting Unit Owner shall convey to the Association title to his Unit and Garage Unit, if any, free and clear of all liens and encumbrances thereon except the above-described first mortgage lien, if any, to which his Unit and Garage Unit, if any, may be subject; and the dissenting Unit Owner shall pay all charges levied by his mortgage holders, if any, or otherwise incurred by the Unit Owner or the Association in connection with such conveyance.

ARTICLE XIII

EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Areas. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and Facilities and a right of access to and from his Unit and Garage Unit, if any, which rights shall be appurtenant to and shall pass with the title to his Unit and Garage Unit, if any. Such rights of access and enjoyment shall be subject to the right of the Board to make reasonable Rules concerning the use of the Common Areas and Facilities, provided that no Rule shall prohibit a Unit Owner's right of ingress or egress to any part of his Unit and Garage Unit, if any, or to the parking space which may be assigned to such Unit by the Board. A Unit Owner may delegate his rights of access and enjoyment to family members and to occupants of his Unit.

B. Easement for Encroachments. If any part of the Common or Limited Areas and Facilities encroaches or hereafter shall encroach on any

part of a Unit or Garage Unit or if any part of a Unit or Garage Unit encroaches or hereafter shall encroach on any part of the Common or Limited Common Areas and Facilities, and if such encroachment has resulted or hereafter results from (1) overhangs, (2) deviations in the construction or repair of any Unit Building, garage building or other improvement; (3) the shifting, settling, or moving of any structure; (4) errors in the Drawings; (5) deviations in the reconstruction, rehabilitation, restoration, or repair of any Unit Building, garage building, or other improvement after any partial or total destruction thereof caused by fire, other casualty, or eminent domain, then the affected Units, Garage Units and Common and Limited Common Areas and Facilities shall be subject to valid easements for the existence and maintenance of such encroachments. Such easements presently exist and shall continue to exist so long as all or any part of the Unit Building or garage building containing an affected Unit or Garage Unit shall remain standing.

C. Easement for Support. Every portion of any building, utility line, or other improvement located on, in, or under the Condominium Property shall be burdened with an easement of support and necessity for the benefit of all Units, Garage Units, and all other buildings, utility lines, and improvements located on the Condominium Property.

D. Right of Entry For Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to, over, in, upon, and through all of the Condominium Property, including but not limited to the Units and Garage Units, for the purpose of performing the Association's rights or obligations and duties established in this Declaration and the Code of Regulations with respect to repairing, maintaining, and restoring any portion of the Condominium Property, including without limitation all pipes, wires, conduits, ducts, equipment, or fixtures which serve any Unit, Garage Unit, and/or Common or Limited Common Area or Facility. The Association's right of access into any Unit or Garage Unit for the purpose of removing any violations of this Declaration or any Rules, or maintaining, repairing, and replacing the Common and Limited Common Areas and Facilities located therein or adjacent thereto may be exercised only during reasonable hours and after delivering notice of such entry to the Unit Owner at least 72 hours in advance; provided that, if any violation of the Declaration or Rules or if any damage to or failure of any Common or Limited Common Area or Facility located inside or adjacent to the Unit or Garage Unit has created a situation of emergency, the Board may authorize any officer, employee, or agent of the Association to immediately enter such Unit or Garage Unit without prior notice to the Unit Owner and remove such violation or repair such damaged or failing portion of the Common or Limited Common Areas and Facilities.

If the Board determines that the failure of any Unit Owner to repair or maintain all or any part of his Unit and Garage Unit, if any, has caused a situation of emergency affecting other Unit Owners, then without delivering prior notice the Board may authorize an employee, agent, or officer of the Association to immediately enter such Unit or Garage Unit and repair any part thereof causing such situation of emergency.

E. Easement for Utilities. There is hereby granted to those officers, agents, contractors, and employees of the Association which may hereafter be duly authorized by the Board an easement for ingress and egress to, from, upon, over, under, into, and through all of the Condominium Property, including, but not limited to pipes, conduit, wires, ducts, water lines, sewer lines, gas lines, telephone lines, electric lines, master television antennas, and cable television lines constituting part of the Condominium Property. Pursuant to this easement, the Board may authorize any utility company to construct and maintain the necessary poles, pipes, equipment, wires, conduits, and circuits on, above, across, or under the Condominium Property, provided that such poles, pipes, equipment, wires, conduits, and circuits shall not unreasonably interfere with the use and enjoyment of the Condominium Property.

No sewer line, electrical line, water line, or other utility service line or pipe may be installed or relocated on the Condominium Property in a location other than the locations designated on the Drawings for such lines or pipes without the prior written approval of the Board. If any utility company shall request a specific easement by separate recordable document, the Board shall be entitled to convey such easement provided that such conveyance shall not conflict with the terms of this provision.

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

ARTICLE XIV

MORTGAGEES

A. Notice to Board. Any Unit Owner who conveys a mortgage interest in his Unit and/or Garage Unit, if any, shall notify the Board in writing of the name and address of the mortgagee and shall file with the Board a true copy of the mortgage.

B. Notice to Mortgagees. Any holder or insurer of a first mortgage lien on a Unit and/or Garage Unit whose name and address, together with the designation of the encumbered Unit and/or Garage Unit, have been submitted to the Board by the Unit Owner, and any other holder or insurer of a first mortgage encumbering a Unit or Garage Unit who shall so request in writing, shall be entitled to timely written notice from the Board of the following:

- (1) any proposed amendment of this Declaration or the Code of Regulations effecting a change in (a) the boundaries of any Unit or Garage Unit, including the subdivision or combination of any Unit(s) or Garage Unit(s); (b) the Percentage Interest of any Unit or Garage Unit in the

Common and Limited Common Areas and Facilities; (c) the percentage measure of liability of any Unit or Garage Unit for Common Expenses; (d) the interest of any Unit or Garage Unit in fire insurance proceeds or condemnation awards; (e) the number of votes in the Association appertaining to any Unit; or (f) the purposes or uses to which any Unit, Garage Units or the Common or Limited Common Areas and Facilities are restricted;

- (2) any proposed termination or abandonment of the Condominium;
- (3) any condemnation or eminent domain proceeding affecting all or any part of the Condominium Property of which the Board receives notice;
- (4) any substantial damage or destruction to any portion of the Common or Limited Common Areas and Facilities;
- (5) any decision of the Association not to restore or repair any substantially damaged or destroyed building or other capital improvement situated on the Condominium Property;
- (6) any decision by the Association to rehabilitate any building or other capital improvement located on the Condominium Property; and
- (7) any decision of the Association to construct new capital improvements in locations not shown on the Drawings.

Any such holder or insurer of a mortgage shall be entitled, upon written request delivered to the Board, to receive timely written notice of the following:

- (1) time and location of the next Association meeting;
- (2) any default in the performance by any owner of a Unit encumbered by the mortgage of such mortgagee or insurer of any obligation to be kept or performed by such Unit Owner pursuant to this Declaration or the Code of Regulations that has continued for not less than 60 days prior to the date of such mortgagee's request.

C. Rights of First Mortgagees. In addition to the other rights or privileges granted to holders of first mortgages encumbering Units, such mortgagees shall be entitled to examine the books and records of the Association during reasonable business hours after delivering written notice requesting such inspection at least forty-eight (48) hours in advance thereof. A first mortgagee shall also be entitled to receive a copy of the annual financial statement of the Association if the mortgagee requests such statement in writing.

ARTICLE XV

AMENDMENTS TO DECLARATION AND CODE OF REGULATIONS

A. Power to Amend. Except as otherwise provided in this Article or in Article XVII of this Declaration, an amendment to this Declaration or the Code of Regulations may be adopted at a meeting of the Unit Owners by the affirmative vote of Unit Owners entitled to exercise not less than 75% of the voting power of all Unit Owners or may be adopted by the written approval without a meeting of Unit Owners entitled to exercise 85% of the voting power of all Unit Owners. Developer shall be deemed a Unit Owner with respect to each Unit owned by Developer at the time the Unit Owners vote upon any such amendments.

Notwithstanding the above-described power to amend and except for the right reserved to Developer in Article XVII of this Declaration, the Unit Owners may not amend the Declaration and the Code of Regulations to effect the following changes unless the amendment is adopted by the affirmative vote or written approval of all Unit Owners, together with the prior written consent of 66-2/3% of the holders of first mortgages on Units encumbered by mortgages:

- (1) changing the Par Value or Percentage Interest of any Unit or Garage Unit;
- (2) changing the undivided interest in the Common and Limited Common Areas and Facilities appurtenant to any Unit or Garage Unit;
- (3) changing the percentage portion of insurance proceeds to be paid with respect to any Unit or Garage Unit;
- (4) changing the percentage portion of any Common Expenses, Assessments or costs to be charged against any Unit or Garage Unit;
- (5) changing the number of votes exercisable in Association matters appertaining to any Unit;
- (6) except as otherwise provided in Articles XII or XVI of this Declaration, seek to abandon or terminate all or any part of the Condominium;
- (7) changing the boundaries of any Unit, Garage Unit or of the Common or Limited Common Areas and Facilities;
- (8) changing the fundamental purposes to which all or any part of the Condominium Property is restricted.

B. Method to Amend. Except as otherwise provided in Article XVII of this Declaration, in order to effect an amendment to this Declaration or the Code of Regulations, the Board shall cause a writing containing the provisions duly adopted by the Unit Owners and mortgagees, all exhibits to be attached thereto, and a certification that it was adopted in accordance with

the requirements of this Article to be executed and acknowledged with the same formalities as this Declaration by two officers of the Association. An amendment satisfying the requirements of this Article shall become effective immediately upon the filing of such amendment with the Recorder's Office, Franklin County, Ohio.

ARTICLE XVI

CONDEMNATION

A. Common or Limited Common Areas and Facilities Other Than Unit Buildings and Garage Buildings. If all or any part of the Common or Limited Common Areas and Facilities not constituting all or any part of a Unit Building or garage building shall be taken or condemned by any authority having the power of eminent domain, and if the total sum of the compensation and damage proceeds payable on account of such taking or condemnation shall exceed \$25,000.00, such proceeds shall be payable to the Insurance Trustee to be held and disbursed by said Trustee on behalf of the Association, the Unit Owners and holders of first mortgages on Units, if any. If such proceeds do not exceed \$25,000, they shall be payable to the Association and delivered to the Treasurer of the Association. Such compensation or damage funds held by the Insurance Trustee or the Association shall be applied first toward restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and are added to the Drawings by an Amendment to this Declaration. All such restoration shall be authorized and administered by the Board. In the event the cost of the restorations exceeds the funds held by the Insurance Trustee, the Board may pay all or any part of the excess cost of the restorations from the Capital Improvements Reserve Fund or may assess such excess cost against all Unit Owners as Special Capital Improvements Assessments. In the event the funds held by the Insurance Trustee exceed the cost of the restorations, any funds remaining after the reconstruction costs are paid shall be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the relative Percentage Interests of the Units.

B. Unit Buildings; Garage Buildings. In the event all or any portion of any Unit(s) and/or Garage Unit(s) shall become the subject matter of any condemnation, eminent domain or other acquisition proceeding instituted by any authority having the power of eminent domain, the owner(s) of such Unit(s) and/or Garage Unit(s) shall notify timely in writing the holder of the first mortgage encumbering such Unit(s) and/or Garage Unit(s) of such proceeding.

In the event all or any portion of any Unit Building or garage building shall be taken or condemned as a result of any such condemnation, eminent domain or acquisition proceeding, if the aggregate amount of compensation and damage proceeds payable on account of such taking or condemnation shall exceed \$25,000.00, such proceeds shall be paid to the

Insurance Trustee to be held and disbursed by said Trustee as hereinafter provided on behalf of the Association, the Unit Owners and the holders of first mortgages on any Units and/or Garage Units partially or wholly taken or condemned. If such proceeds shall not exceed \$25,000.00, they shall be paid to the Association.

From such compensation and damage proceeds the Trustee or the Board shall first pay to the Owners of Units and/or Garage Units that were wholly taken or condemned and to the Owners of Units and/or Garage Units that were partially taken but cannot be fully restored or reconstructed pursuant to the judgment of such condemnation or acquisition proceeding the fair value of such Units and/or Garage Units as determined by the judicial or administrative authority exercising jurisdiction over the condemnation, eminent domain, or acquisition proceeding. In the event such authority fails to establish a separate fair value for each Unit and/or Garage Unit wholly taken or condemned or for each unrestorable Unit and/or Garage Unit, the fair value of any such Unit and/or Garage Unit shall be determined by the majority opinion of three appraisers appointed by the Association to determine such value.

Any proceeds remaining after paying the fair values of such wholly taken or condemned or unrestorable Unit(s) and/or Garage Unit(s) shall be applied to the cost of reconstructing any restorable partially taken or condemned Unit(s) and/or Garage Unit(s) in accordance with the Drawings or any new plans or specifications that are unanimously adopted by the Unit Owners and added to the Drawings by an amendment to this Declaration. In the event the cost of repairing such restorable Unit(s) and/or Garage Unit(s) shall exceed the proceeds held by the Trustee or the Association, such excess costs shall be paid from the Capital Improvements Reserve Fund or from Special Capital Improvement Assessments charged against all Unit Owners. Provided that, if Unit Owners entitled to exercise not less than 75% of the voting power of all Unit Owners vote at a meeting of Unit Owners within thirty (30) days after the date of the taking or condemnation not to reconstruct any restorable partially condemned or taken Unit(s) and/or Garage Unit(s), the Board shall cause all remains of such damaged Unit(s) and/or Garage Unit(s) to be removed and shall cause the remaining Land to be restored to an orderly condition and even grade. The cost of removing such remains and restoring the Land shall be paid from the Capital Improvements Reserve Fund or shall be charged as a Special Capital Improvements Assessment against all Unit Owners.

If the Unit Owners vote not to reconstruct such restorable Unit(s) and/or Garage Units, the Trustee or Association shall pay to the Owners of such Unit(s) and/or Garage Units the fair value of such Unit(s) and/or Garage Unit(s) determined as of the day immediately preceding the date the condemnation or acquisition proceeding was instituted. Such value shall be determined by the majority opinion of three professional appraisers appointed by the Board. Any funds remaining after paying the above-described fair values to any owner(s) whose Unit(s) and/or Garage Unit(s) were wholly taken or condemned shall be applied to the payments to be paid to the owner(s) or mortgagee(s), as their interests may appear, of the restorable Unit(s) and/or Garage Unit(s) that shall not be reconstructed.

If any condemnation proceeds remain after the Trustee or the Association pays the fair value(s) of any wholly taken Unit(s) or Garage Unit(s), of any unrestorable Unit(s) or Garage Unit(s), and of any restorable Unit(s) or Garage Unit(s) which the Association elects not to restore and after the costs of restoring any restorable Unit(s) or Garage Unit(s) have been paid, such proceeds shall be deposited in the Capital Improvements Reserve Fund.

ARTICLE XVII

EXPANSION OF THE CONDOMINIUM

A. Option to Add Units and Garage Units to the Condominium; Limitations on Right to Exercise Option. Developer, on behalf of itself and its successors and assigns who may hereafter stand in the same relation to the Condominium Property as Developer, hereby reserves the right and option to expand the Condominium Property of the Condominium by annexing thereto the Additional Land, and further reserves the right and option to proportionately decrease the Percentage Interest of each Unit and Garage Unit in the Condominium as hereinafter provided in connection with the annexation of the Additional Land to the Condominium Property (the above-described rights to expand the Condominium Property and to proportionately decrease the Percentage Interests of the Units and Garage Units hereinafter being collectively referred to as "Developer's Option"). Developer's Option shall be subject to and shall be performed in accordance with the terms and conditions of this Article XVII.

There shall be no limitations on Developer's right to exercise Developer's Option, except as otherwise provided in this Article XVII. Developer shall not be required to obtain the consent of any Unit Owner, mortgagee, or other person or entity having an interest in the Condominium Property in order to exercise Developer's Option, except the approval of Continental Illinois National Bank and Trust Company of Chicago.

B. Option Period. Unless extended as hereinafter provided, Developer's Option shall expire on the date which is seven (7) years from the date this Declaration is filed of record with the Recorder's Office of Franklin County, Ohio. As of the date of this Declaration, Developer has no knowledge of any events that would terminate Developer's Option prior to the expiration date except the annexation of the Additional Land or the election by Developer not to annex the Additional Land.

If during the six month period prior to the original expiration date of Developer's Option, a majority of the Unit Owners other than Developer consent to an extension of the expiration date of Developer's Option, Developer may extend Developer's Option for an additional period not exceeding seven (7) years by filing an amendment to this Declaration, which amendment shall state the expiration date of the additional option period approved by such Unit Owners and shall be duly executed and acknowledged by such Unit Owners and by Developer.

C. Annexation: Time, Description of Additional Land. From time to time during the Option Period or any extension of the Option Period, Developer may annex the Additional Land to the Condominium Property. Developer shall not be obligated to annex the Additional Land to the Condominium Property. The metes and bounds description of the Additional Land is described in Exhibit C to this Declaration. If Developer annexes the Additional Land to the Condominium Property, Developer shall annex the entire parcel described in Exhibit C and not a subdivided portion thereof.

D. Developer Interest; Release. Developer may reserve or grant any legal or equitable interest in the Additional Land at the time it is annexed to the Condominium Property, provided that such interest does not unreasonably interfere with the use and enjoyment of the Additional Land by the Unit Owners and does not violate the provisions of Chapter 5311.

Developer may release the Additional Land from Developer's Option by filing with the Recorder's Office of Franklin County, Ohio an amendment to this Declaration duly executed and acknowledged by Developer releasing the Additional Land from the provisions of this Declaration. Such release shall be effective at the time Developer files said amendment with said Recorder's Office.

E. Location of Buildings and Improvements on Additional Land. With the exception of restrictive covenants or reservations of record encumbering the Additional Land and of any limitations established by the zoning, building, or other ordinances or laws of any governmental authority having jurisdiction over the Additional Land, there shall be no restrictions governing the locations of any buildings or improvements situated on the Additional Land.

F. Residential Use. If the Additional Land is annexed to the Condominium Property, it shall be subject to all use restrictions described in this Declaration, including without limitation the use restrictions described in Article VIII of this Declaration. If the Additional Land is annexed to the Condominium Property, it shall be used for residential uses or for such recreation, maintenance, or similar uses which are permitted in this Declaration as accessory or beneficial to the residential uses of the Units. The Additional Land shall not be subject to the provisions of this Declaration until it is annexed to the Condominium Property.

G. Compatibility of Buildings and Improvements. The buildings and improvements presently situated on the Additional Land are substantially compatible to the buildings or other improvements presently situated on the Condominium Property with respect to quality of construction, principal materials used in construction, and architectural style. Any building or improvement annexed to the Condominium Property shall be substantially compatible to the buildings and improvements presently situated on the Condominium Property.

H. Additional Units and Garage Units; Par Values. One building situated on the Additional Land contains eight (8) one-bedroom apartments. Each group of four one-bedroom apartments share a front and rear stairway and

a common basement. The other sixty-four (64) apartments situated on the Additional Land are two-bedroom townhouse apartments which are substantially similar to the Units in the Condominium.

Two garage buildings containing 13 garages each are also situated on the Additional Land. The 26 garages in such buildings are substantially similar to the Garage Units in the Condominium.

Exhibit B-2 lists the Par Values and Percentage Interests of all Units and Garage Units in the Condominium if the Units and Garage Units situated on the Additional Land of the Additional Land are annexed to the Condominium Property.

The Par Values listed in Exhibit B-2 were established to be numbers which reflected the relative estimated present costs of reconstructing the Units and Garage Units after the Additional Land had been annexed to the Condominium Property. Developer estimated that the present cost of reconstructing each two-bedroom Unit in the expanded Condominium was \$40.00 per square foot of floor area of the Unit, excluding the floor area of each Unit's basement. Developer estimated that the present cost of reconstructing each one-bedroom Unit in the expanded Condominium was \$40.00 per square foot of floor area of the Unit plus \$40.00 per square foot of 25% of the square footage of floor area of the front and rear stairway and entryway adjacent to each one-bedroom Unit. Developer estimated that the present cost of reconstructing each Garage Unit was \$17.50 per square foot of floor area in the Garage Unit.

I. Nonstructural Improvements. Developer may construct or repair any non-structural capital improvements in, on, or under the Additional Land including without limitation water, sewerage, electric, and natural gas utility lines. Such construction or repair shall not constitute a condition to the annexation of the Additional Land to the Condominium Property. Developer may improve the landscaping of the yard and vegetation areas of the Additional Land. Developer may also repair, restore, alter, replace or otherwise improve non-structural portions of any buildings, sidewalks, drives or other improvements now situated or hereafter constructed on the Additional Land. Developer may convey or reserve any easements or other interests in, on, over or under the Additional Land that are appropriate to complete the construction, maintenance, or repair of such non-structural repairs; and if any such interest reserved or conveyed in the Additional Land is determined to be contrary to the provisions of Chapter 5311 and void, the remainder of Developer's rights reserved under this paragraph shall continue in full force and effect.

J. Limitations on Improvements. With the exception of any limitations or regulations established by any governmental authority having jurisdiction over the Additional Land or by any restrictive covenants of record encumbering the Additional Land, Developer shall be entitled to repair, restore, renovate or otherwise improve the Additional Land and the buildings and improvements situated thereon.

K. Maximum Additional Units and Garage Units. The maximum number of Units which may be added to the Condominium in connection with the

annexation of the Additional Land to the Condominium Property is 72 Units. The maximum number of Garage Units which may be added to the Condominium in connection with the annexation of the Additional Land to the Condominium Property is 26 Garage Units.

Notwithstanding the above limitations, if Developer elects not to annex the Additional Land to the Condominium Property, Developer may construct on such parcel such greater number of apartments or other improvements as may be permitted by law.

L. Designation of Common and Limited Common Areas and Facilities.

If Developer annexes the Additional Land to the Condominium Property, Developer shall be entitled to define and designate those areas of the land and improvements of the Additional Land that shall constitute Common or Limited Common Areas and Facilities of the Condominium Property. Developer may define and designate the type, size, number, and use of such Limited Common Areas and Facilities. Developer may also designate portions of such annexed land and improvements to be Limited Common Areas which may be subsequently assigned by the Board for the exclusive use and benefit of selected Units. The land and improvements of the annexed Additional Land that are not designated as Units, Garage Units or Limited Common Areas and Facilities shall constitute Common Areas and Facilities.

M. Reallocating Percentage Interests in Common Areas and Facilities.

Whenever any new Units or Garage Units are created and added to the Condominium in connection with annexing the Additional Land to the Condominium Property, each existing Unit and Garage Unit of the Condominium shall be divested automatically and immediately of its Par Value and Percentage Interest and thereafter the Par Value and Percentage Interest of each Unit and Garage Unit shall be those numbers assigned to it in Exhibit B-2. The amendment effecting said annexation shall state the new Par Value and Percentage Interest allocated to each and every Unit and Garage Unit in the Condominium.

N. Effects of Annexation. If the Additional Land is annexed to the Condominium Property, it shall be encumbered with and shall be subject to all of the terms and provisions of this Declaration, to the same extent and with the same effect as if it had been included in the Land submitted to Chapter 5311 by this Declaration. Beginning with the date the Additional Land is annexed to the Condominium Property, the rights, easements, covenants, restrictions, reservations and assessments set forth in this Declaration shall run with, bind, encumber and benefit such parcel in the same manner, to the same extent, and with the same force and effect as said rights and interests presently affect the Condominium Property.

If the Additional Land is annexed to the Condominium Property, a purchaser of a Unit situated in the Additional Land shall automatically become a member of the Association upon receiving title to his Unit. Such additional members shall perform all of the duties and obligations of Association members and may exercise all rights and privileges of Association members, subject to all rights and privileges reserved by Developer in this Declaration.

Upon such annexation the provisions of this Declaration and of the Code of Regulations shall apply to the Units, Garage Units, and the Common and Limited Common Areas and Facilities situated in the Additional Land and to the owners, lessees, and mortgagees of such Units and Garage Units with equal meaning and identical force and effect as said provisions now apply to the Condominium Property.

O. Unit Owner and Mortgagee Covenants. By accepting the deed conveying title to a Unit or Garage Unit, each Unit Owner, on behalf of himself, his heirs, successors, assigns and all others claiming under him, makes the covenants hereinafter set forth. By filing of record a mortgage encumbering any Unit or Garage Unit, each holder of such mortgage, on behalf of itself, its successors and assigns, makes the following covenants and consents to the owner of such encumbered Unit or Garage Unit making the covenants hereinafter set forth. The following covenants are made and agreed to by such Owners and mortgagees:

1. Developer shall be entitled to exercise Developer's Option as provided in this Article XVII.

2. Each Unit Owner and Mortgagee waives the right to contest the validity or legality of any amendment to this Declaration which increases the number of Units or Garage Units and the size of the Common and Limited Common Areas and Facilities and which adjusts and reallocates the Par Values and Percentage Interests of all Units and Garage Units in accordance with the provisions set forth in this Article XVII. Each Unit Owner and Mortgagee further agrees that upon the filing of such amendment the Par Value and Percentage Interest of each Unit and Garage Unit shall be automatically divested and reallocated among all of the Units and Garage Units of the Condominium, and the Par Value and Percentage Interest of any Unit Owner and of the holder of a mortgage on any Unit or Garage Unit shall thereafter be the Par Value and Percentage Interest described and allocated in such amendment.

3. Each Unit Owner and Mortgagee agrees that the provisions of this Declaration comply in all respects with Chapter 5311 of the Revised Code of Ohio, that the provisions of the amendment to this Declaration annexing the Additional Land shall be deemed to comply with Chapter 5311, and that for the purpose of satisfying any provisions of this Declaration or Chapter 5311, all changes in the Par Value and Percentage Interest of any Unit or Garage Unit resulting from such annexation shall be deemed conclusively to be made by the agreement of all Unit Owners and Mortgagees.

P. Amendment and Drawing. Developer shall exercise Developer's Option by filing with the Recorder's Office of Franklin County, Ohio an

amendment to this Declaration which shall describe the Additional Land by metes and bounds measures. Said amendment shall further contain descriptions of the Units, Unit Buildings, Garage Units, garage buildings, Common Areas and Facilities, and Limited Common Areas and Facilities. The amendment shall further state the reallocated Par Value and Percentage Interest of each Unit and Garage Unit, and shall contain such additional information as may be necessary to satisfy the requirements of Chapter 5311. Said amendment shall be executed and acknowledged by Developer, together with all other owners or lessees of the Additional Land, if any, in the same manner as this Declaration.

Developer shall file with such amendment drawings of the Additional Land. Such drawings shall depict and designate the Units, Unit Buildings, Garage Units, garage buildings, Common Areas and Facilities, and Limited Common Areas and Facilities described in the amendment. Such drawings shall comply with the requirements of Chapter 5311 pertaining to condominium drawings.

The amendment annexing the Additional Land to the Condominium Property shall become effective immediately upon the filing of record of the duly executed amendment and the drawings thereto with the Recorder's Office of Franklin County, Ohio.

ARTICLE XVIII

GENERAL PROVISIONS

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

B. Severability. If any Article, section, paragraph, sentence, clause or word in this Declaration or the Code of Regulations, or if the application thereof, shall in any circumstance be held by any court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the invalidating of any such provision or language shall not affect the remaining provisions or language of this Declaration or the Code of Regulations, which shall thereafter continue in full force and effect.

C. Developer Obligations. Developer will assume the rights and obligations of a Unit Owner in its capacity as owner of condominium ownership interests not yet sold, including without limitation the obligation to pay

Common Expenses charged to such interests, from the date this Declaration is filed of record.

D. Enforcement; Waiver. In addition to any other rights or remedies provided in this Declaration, the Association, acting through the Board or any Officer, employee or agent authorized by the Board, and each Unit Owner shall be entitled to enforce in a proceeding at law or in equity all provisions of this Declaration, the Code of Regulations or the Rules hereafter adopted by the Board. The Association shall be entitled to assess reasonable charges against a Unit Owner who violates such provisions, including charges for the costs of enforcement. Failure of the Association or any Unit Owner to enforce such provisions in any manner shall in no event constitute a waiver of any right to enforce at any later time any violation of such provisions. By accepting a deed to a Unit, each Unit Owner is deemed to waive the defenses of laches and of any statute of limitations in connection with the enforcement by the Association of such violations.

Each Unit Owner shall have a cause of action against the Association for failure to comply with the provisions of this Declaration, the Code of Regulations, the Rules or any applicable law of the State of Ohio.

E. Gender. The use of the masculine gender in this Declaration shall be construed to mean the feminine and neuter genders and the use of the singular shall be construed to mean the plural whenever the context so requires.

F. Captions. The caption of each Article or Section of this Declaration or the Code of Regulations is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration or the Code of Regulations.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its duly authorized officer this ____ day of _____, 1981.

Signed in the presence of:

Developer:

THE KLINGBEIL COMPANY, an Ohio corporation

By _____

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public,
this _____ day of _____, 1981, by _____,
_____ of The Klingbeil Company, an Ohio corporation, on
behalf of said corporation.

Notary Public

EXHIBIT A

THE LAND

4.943 Acre Tract.

Situate in the State of Ohio, County of Franklin, and City of Columbus, and being part of Quarter Township 3, Township 1, Range 18, US Military Lands and being all of that tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 302, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the northerly line of Chambers Road at the southwesterly corner of the herein described tract, said point also being the southeasterly corner of that 4.477 acre tract conveyed to Joseph M. Stewart by Deed of record in Deed Book 3297, page 296 of the aforementioned records; thence N. 1°-31'-30" E. along the easterly line of said 4.477 acre tract 568.73 ft. to an iron pin in the southwesterly right-of-way line of Free Turnpike, said line also being the southwesterly line of Northwest Boulevard; thence S. 59°-29' E. along said right-of-way line and 20 ft. distance measured at right angles from the original center line of Fairview Free Turnpike 505.45 ft. to an iron pin at a northeasterly corner of the herein described tract; said point also being the northwesterly corner of that 0.283 acre tract conveyed to Marcella K. Robertson by deed of record in Deed Book 3628, page 727 of the aforementioned records; thence S. 2°-52' W. along the westerly line of said 0.283 acre tract 153.90 ft. to the southwesterly corner thereof; thence S. 87°-08' E. along the southerly line of said 0.283 acre tract 95.00 ft. to an iron pin at the southeasterly corner thereof, said iron pin also being in the westerly line of that 1.0136 acre tract conveyed to Anthony J. Demastry by deed of record in Deed Book 3355, page 265 of the aforementioned records; thence S. 2°-52' W. along the westerly line of said 1.0136 acre tract 180.00 ft. to an iron pin in the northerly line of Chambers Road at the southwesterly corner of the herein described tract; thence N. 87°-08' W. along the northerly line of Chambers Road 529.39 ft. to the place of beginning; containing 4.943 acres, more or less.

Together with all right, title and interest of the Grantor, in and to lands lying within the limits of Northwest Boulevard abutting the foregoing described real estate and lying between the Easterly and Westerly lines of said real estate extended North to the center line of the Fairview Free Pike (now Northwest Boulevard).

Exhibit B-1 (Units)

Table of Unit and Garage Designations

<u>Unit Graphical Designation</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Unit Approximate Area</u>	<u>No. of Habitable Rooms</u>	<u>Par Value</u>	<u>Percentage Interest</u>
1	1815 Northwest Blvd. A	2 br	950	6	12.34	.0123382
2	1815 Northwest Blvd. B	2 br	950	6	12.34	.0123382
3	1815 Northwest Blvd. C	2 br	950	6	12.34	.0123382
4	1815 Northwest Blvd. D	2 br	950	6	12.34	.0123382
5	1815 Northwest Blvd. E	2 br	950	6	12.34	.0123382
6	1815 Northwest Blvd. F	2 br	950	6	12.34	.0123382
7	1810 Kings Court A	2 br	950	6	12.34	.0123382
8	1810 Kings Court B	2 br	950	6	12.34	.0123382
9	1810 Kings Court C	2 br	950	6	12.34	.0123382
10	1810 Kings Court D	2 br	950	6	12.34	.0123382
11	1810 Kings Court E	2 br	950	6	12.34	.0123382
12	1810 Kings Court F	2 br	950	6	12.34	.0123382
13	1802 Kings Court A	2 br	950	6	12.34	.0123382
14	1802 Kings Court B	2 br	950	6	12.34	.0123382
15	1802 Kings Court C	2 br	950	6	12.34	.0123382
16	1802 Kings Court D	2 br	950	6	12.34	.0123382
17	1802 Kings Court E	2 br	950	6	12.34	.0123382
18	1802 Kings Court F	2 br	950	6	12.34	.0123382

19	1784 Kings Court A	2 br	950	6	12.34	.0123382
20	1784 Kings Court B	2 br	950	6	12.34	.0123382
21	1784 Kings Court C	2 br	950	6	12.34	.0123382
22	1784 Kings Court D	2 br	950	6	12.34	.0123382
23	1784 Kings Court E	2 br	950	6	12.34	.0123382
24	1784 Kings Court F	2 br	950	6	12.34	.0123382
25	1776 Kings Court A	2 br	950	6	12.34	.0123382
26	1776 Kings Court B	2 br	950	6	12.34	.0123382
27	1776 Kings Court C	2 br	950	6	12.34	.0123382
28	1776 Kings Court D	2 br	950	6	12.34	.0123382
29	1776 Kings Court E	2 br	950	6	12.34	.0123382
30	1776 Kings Court F	2 br	950	6	12.34	.0123382
31	1765 Kings Court A	2 br	950	6	12.34	.0123382
32	1765 Kings Court B	2 br	950	6	12.34	.0123382
33	1765 Kings Court C	2 br	950	6	12.34	.0123382
34	1765 Kings Court D	2 br	950	6	12.34	.0123382
35	1765 Kings Court E	2 br	950	6	12.34	.0123382
36	1765 Kings Court F	2 br	950	6	12.34	.0123382
37	1773 Kings Court A	2 br	950	6	12.34	.0123382
38	1773 Kings Court B	2 br	950	6	12.34	.0123382
39	1773 Kings Court C	2 br	950	6	12.34	.0123382
40	1773 Kings Court D	2 br	950	6	12.34	.0123382
41	1773 Kings Court E	2 br	950	6	12.34	.0123382
42	1773 Kings Court F	2 br	950	6	12.34	.0123382
43	1781 Kings Court A	2 br	950	6	12.34	.0123382
44	1781 Kings Court B	2 br	950	6	12.34	.0123382

45	1781 Kings Court C	2 br	950	6	12.34	.0123382
46	1781 Kings Court D	2 br	950	6	12.34	.0123382
47	1781 Kings Court E	2 br	950	6	12.34	.0123382
48	1781 Kings Court F	2 br	950	6	12.34	.0123382
49	1789 Kings Court A	2 br	950	6	12.34	.0123382
50	1789 Kings Court B	2 br	950	6	12.34	.0123382
51	1789 Kings Court C	2 br	950	6	12.34	.0123382
52	1789 Kings Court D	2 br	950	6	12.34	.0123382
53	1789 Kings Court E	2 br	950	6	12.34	.0123382
54	1789 Kings Court F	2 br	950	6	12.34	.0123382
55	1799 Kings Court A	2 br	950	6	12.34	.0123382
56	1799 Kings Court B	2 br	950	6	12.34	.0123382
57	1799 Kings Court C	2 br	950	6	12.34	.0123382
58	1799 Kings Court D	2 br	950	6	12.34	.0123382
59	1799 Kings Court E	2 br	950	6	12.34	.0123382
60	1799 Kings Court F	2 br	950	6	12.34	.0123382
61	1807 Kings Court A	2 br	950	6	12.34	.0123382
62	1807 Kings Court B	2 br	950	6	12.34	.0123382
63	1807 Kings Court C	2 br	950	6	12.34	.0123382
64	1807 Kings Court D	2 br	950	6	12.34	.0123382
65	1807 Kings Court E	2 br	950	6	12.34	.0123382
66	1807 Kings Court F	2 br	950	6	12.34	.0123382
67	1815 Kings Court A	2 br	950	6	12.34	.0123382
68	1815 Kings Court B	2 br	950	6	12.34	.0123382
69	1815 Kings Court C	2 br	950	6	12.34	.0123382
70	1815 Kings Court D	2 br	950	6	12.34	.0123382

71	1815 Kings Court E	2 br	950	6	12.34	.0123382
72	1815 Kings Court F	2 br	950	6	12.34	.0123382
73	1831 Kings Court A	2 br	950	6	12.34	.0123382
74	1831 Kings Court B	2 br	950	6	12.34	.0123382
75	1831 Kings Court C	2 br	950	6	12.34	.0123382
76	1831 Kings Court D	2 br	950	6	12.34	.0123382
77	1831 Kings Court E	2 br	950	6	12.34	.0123382
78	1831 Kings Court F	2 br	950	6	12.34	.0123382

Exhibit B-1 (Garage Units)

Table of Unit and Garage Designations

<u>Garage Unit Graphical Designation</u>	<u>Garage Unit Approximate Area</u>	<u>Par Value</u>	<u>Percentage Interest</u>
G-1	200 sq. ft.	1.14	.0011398
G-2	200 sq. ft.	1.14	.0011398
G-3	200 sq. ft.	1.14	.0011398
G-4	200 sq. ft.	1.14	.0011398
G-5	200 sq. ft.	1.14	.0011398
G-6	200 sq. ft.	1.14	.0011398
G-7	200 sq. ft.	1.14	.0011398
G-8	200 sq. ft.	1.14	.0011398
G-9	200 sq. ft.	1.14	.0011398
G-10	200 sq. ft.	1.14	.0011398
G-11	200 sq. ft.	1.14	.0011398
G-12	200 sq. ft.	1.14	.0011398
G-13	200 sq. ft.	1.14	.0011398
G-14	200 sq. ft.	1.14	.0011398
G-15	200 sq. ft.	1.14	.0011398
G-16	200 sq. ft.	1.14	.0011398
G-17	200 sq. ft.	1.14	.0011398
G-18	200 sq. ft.	1.14	.0011398

G-19	200 sq. ft.	1.14	.0011398
G-20	200 sq. ft.	1.14	.0011398
G-21	200 sq. ft.	1.14	.0011398
G-22	200 sq. ft.	1.14	.0011398
G-23	200 sq. ft.	1.14	.0011398
G-24	200 sq. ft.	1.14	.0011398
G-25	200 sq. ft.	1.14	.0011398
G-26	200 sq. ft.	1.14	.0011398
G-27	200 sq. ft.	1.14	.0011398
G-28	200 sq. ft.	1.14	.0011398
G-29	200 sq. ft.	1.14	.0011398
G-30	200 sq. ft.	1.14	.0011398
G-31	200 sq. ft.	1.14	.0011398
G-32	200 sq. ft.	1.14	.0011398
G-33	200 sq. ft.	1.14	.0011398

Exhibit B-2 (Units)

Table of Unit and Garage Designations

<u>Unit Graphical Designation</u>	<u>Street Address</u>	<u>Unit Type</u>	<u>Unit Approximate Area</u>	<u>No. of Habitable Rooms</u>	<u>Par Value</u>	<u>Percentage Interest</u>
1	1815 Northwest Blvd. A	2 br	950	6	6.52	.00652
2	1815 Northwest Blvd. B	2 br	950	6	6.52	.00652
3	1815 Northwest Blvd. C	2 br	950	6	6.52	.00652
4	1815 Northwest Blvd. D	2 br	950	6	6.52	.00652
5	1815 Northwest Blvd. E	2 br	950	6	6.52	.00652
6	1815 Northwest Blvd. F	2 br	950	6	6.52	.00652
7	1810 Kings Court A	2 br	950	6	6.52	.00652
8	1810 Kings Court B	2 br	950	6	6.52	.00652
9	1810 Kings Court C	2 br	950	6	6.52	.00652
10	1810 Kings Court D	2 br	950	6	6.52	.00652
11	1810 Kings Court E	2 br	950	6	6.52	.00652
12	1810 Kings Court F	2 br	950	6	6.52	.00652
13	1802 Kings Court A	2 br	950	6	6.52	.00652
14	1802 Kings Court B	2 br	950	6	6.52	.00652
15	1802 Kings Court C	2 br	950	6	6.52	.00652
16	1802 Kings Court D	2 br	950	6	6.52	.00652
17	1802 Kings Court E	2 br	950	6	6.52	.00652
18	1802 Kings Court F	2 br	950	6	6.52	.00652

19	1784 Kings Court A	2 br	950	6	6.52	.00652
20	1784 Kings Court B	2 br	950	6	6.52	.00652
21	1784 Kings Court C	2 br	950	6	6.52	.00652
22	1784 Kings Court D	2 br	950	6	6.52	.00652
23	1784 Kings Court E	2 br	950	6	6.52	.00652
24	1784 Kings Court F	2 br	950	6	6.52	.00652
25	1776 Kings Court A	2 br	950	6	6.52	.00652
26	1776 Kings Court B	2 br	950	6	6.52	.00652
27	1776 Kings Court C	2 br	950	6	6.52	.00652
28	1776 Kings Court D	2 br	950	6	6.52	.00652
29	1776 Kings Court E	2 br	950	6	6.52	.00652
30	1776 Kings Court F	2 br	950	6	6.52	.00652
31	1765 Kings Court A	2 br	950	6	6.52	.00652
32	1765 Kings Court B	2 br	950	6	6.52	.00652
33	1765 Kings Court C	2 br	950	6	6.52	.00652
34	1765 Kings Court D	2 br	950	6	6.52	.00652
35	1765 Kings Court E	2 br	950	6	6.52	.00652
36	1765 Kings Court F	2 br	950	6	6.52	.00652
37	1773 Kings Court A	2 br	950	6	6.52	.00652
38	1773 Kings Court B	2 br	950	6	6.52	.00652
39	1773 Kings Court C	2 br	950	6	6.52	.00652
40	1773 Kings Court D	2 br	950	6	6.52	.00652
41	1773 Kings Court E	2 br	950	6	6.52	.00652
42	1773 Kings Court F	2 br	950	6	6.52	.00652
43	1781 Kings Court A	2 br	950	6	6.52	.00652
44	1781 Kings Court B	2 br	950	6	6.52	.00652

45	1781 Kings Court C	2 br	950	6	6.52	.00652
46	1781 Kings Court D	2 br	950	6	6.52	.00652
47	1781 Kings Court E	2 br	950	6	6.52	.00652
48	1781 Kings Court F	2 br	950	6	6.52	.00652
49	1789 Kings Court A	2 br	950	6	6.52	.00652
50	1789 Kings Court B	2 br	950	6	6.52	.00652
51	1789 Kings Court C	2 br	950	6	6.52	.00652
52	1789 Kings Court D	2 br	950	6	6.52	.00652
53	1789 Kings Court E	2 br	950	6	6.52	.00652
54	1789 Kings Court F	2 br	950	6	6.52	.00652
55	1799 Kings Court A	2 br	950	6	6.52	.00652
56	1799 Kings Court B	2 br	950	6	6.52	.00652
57	1799 Kings Court C	2 br	950	6	6.52	.00652
58	1799 Kings Court D	2 br	950	6	6.52	.00652
59	1799 Kings Court E	2 br	950	6	6.52	.00652
60	1799 Kings Court F	2 br	950	6	6.52	.00652
61	1807 Kings Court A	2 br	950	6	6.52	.00652
62	1807 Kings Court B	2 br	950	6	6.52	.00652
63	1807 Kings Court C	2 br	950	6	6.52	.00652
64	1807 Kings Court D	2 br	950	6	6.52	.00652
65	1807 Kings Court E	2 br	950	6	6.52	.00652
66	1807 Kings Court F	2 br	950	6	6.52	.00652
67	1815 Kings Court A	2 br	950	6	6.52	.00652
68	1815 Kings Court B	2 br	950	6	6.52	.00652
69	1815 Kings Court C	2 br	950	6	6.52	.00652
70	1815 Kings Court D	2 br	950	6	6.52	.00652

71	1815 Kings Court E	2 br	950	6	6.52	.00652
72	1815 Kings Court F	2 br	950	6	6.52	.00652
73	1831 Kings Court A	2 br	950	6	6.52	.00652
74	1831 Kings Court B	2 br	950	6	6.52	.00652
75	1831 Kings Court C	2 br	950	6	6.52	.00652
76	1831 Kings Court D	2 br	950	6	6.52	.00652
77	1831 Kings Court E	2 br	950	6	6.52	.00652
78	1831 Kings Court F	2 br	950	6	6.52	.00652
79	1838 Northwest Court A	2 br.	950	6	6.52	.00652
80	1838 Northwest Court B	2 br.	950	6	6.52	.00652
81	1838 Northwest Court C	2 br.	950	6	6.52	.00652
82	1838 Northwest Court D	2 br.	950	6	6.52	.00652
83	1838 Northwest Court E	2 br.	950	6	6.52	.00652
84	1838 Northwest Court F	2 br.	950	6	6.52	.00652
85	1824 Northwest Court A	2 br.	950	6	6.52	.00652
86	1824 Northwest Court B	2 br.	950	6	6.52	.00652
87	1824 Northwest Court C	2 br.	950	6	6.52	.00652
88	1824 Northwest Court D	2 br.	950	6	6.52	.00652
89	1810 Northwest Court A	2 br.	950	6	6.52	.00652
90	1810 Northwest Court B	2 br.	950	6	6.52	.00652
91	1810 Northwest Court C	2 br.	950	6	6.52	.00652
92	1810 Northwest Court D	2 br.	950	6	6.52	.00652
93	1810 Northwest Court E	2 br.	950	6	6.52	.00652
94	1810 Northwest Court F	2 br.	950	6	6.52	.00652
95	1796 Northwest Court A	2 br.	950	6	6.52	.00652
96	1796 Northwest Court B	2 br.	950	6	6.52	.00652

97	1796 Northwest Court C	2 br.	950	6	6.52	.00652
98	1796 Northwest Court D	2 br.	950	6	6.52	.00652
99	1790 Northwest Court A	2 br.	950	6	6.52	.00652
100	1790 Northwest Court B	2 br.	950	6	6.52	.00652
101	1790 Northwest Court C	2 br.	950	6	6.52	.00652
102	1790 Northwest Court D	2 br.	950	6	6.52	.00652
103	1790 Northwest Court E	2 br.	950	6	6.52	.00652
104	1790 Northwest Court F	2 br.	950	6	6.52	.00652
105	1775 Northwest Court A	1 br.	590 ✓	4	4.75	.00475
106	1775 Northwest Court B	1 br.	620 ✓	4	4.94	.00494
107	1775 Northwest Court C	1 br.	590 ✓	4	4.75	.00475
108	1775 Northwest Court D	1 br.	620 ✓	4	4.94	.00494
109	1775 Northwest Court E	2 br.	950	6	6.52	.00652
110	1775 Northwest Court F	2 br.	950	6	6.52	.00652
111	1775 Northwest Court G	2 br.	950	6	6.52	.00652
112	1775 Northwest Court H	2 br.	950	6	6.52	.00652
113	1775 Northwest Court I	1 br.	590 ✓	4	4.75	.00475
114	1775 Northwest Court J	1 br.	620 ✓	4	4.94	.00494
115	1775 Northwest Court K	1 br.	620 ✓	4	4.94	.00494 *
116	1775 Northwest Court L	1 br.	590 ✓	4	4.75	.00475 *
117	1785 Northwest Court A	2 br.	950	6	6.52	.00652
118	1785 Northwest Court B	2 br.	950	6	6.52	.00652
119	1785 Northwest Court C	2 br.	950	6	6.52	.00652
120	1785 Northwest Court D	2 br.	950	6	6.52	.00652
121	1785 Northwest Court E	2 br.	950	6	6.52	.00652
122	1785 Northwest Court F	2 br.	950	6	6.52	.00652

123	1795 Northwest Court A	2 br.	950	6	6.52	.00652
124	1795 Northwest Court B	2 br.	950	6	6.52	.00652
125	1795 Northwest Court C	2 br.	950	6	6.52	.00652
126	1795 Northwest Court D	2 br.	950	6	6.52	.00652
127	1809 Northwest Court A	2 br.	950	6	6.52	.00652
128	1809 Northwest Court B	2 br.	950	6	6.52	.00652
129	1809 Northwest Court C	2 br.	950	6	6.52	.00652
130	1809 Northwest Court D	2 br.	950	6	6.52	.00652
131	1809 Northwest Court E	2 br.	950	6	6.52	.00652
132	1809 Northwest Court F	2 br.	950	6	6.52	.00652
133	1825 Northwest Court A	2 br.	950	6	6.52	.00652
134	1825 Northwest Court B	2 br.	950	6	6.52	.00652
135	1825 Northwest Court C	2 br.	950	6	6.52	.00652
136	1825 Northwest Court D	2 br.	950	6	6.52	.00652
137	1835 Northwest Court A	2 br.	950	6	6.52	.00652
138	1835 Northwest Court B	2 br.	950	6	6.52	.00652
139	1835 Northwest Court C	2 br.	950	6	6.52	.00652
140	1835 Northwest Court D	2 br.	950	6	6.52	.00652
141	1835 Northwest Court E	2 br.	950	6	6.52	.00652
142	1835 Northwest Court F	2 br.	950	6	6.52	.00652
143	1845 Northwest Court A	2 br.	950	6	6.52	.00652
144	1845 Northwest Court B	2 br.	950	6	6.5	.00652
145	1845 Northwest Court C	2 br.	950	6	6.52	.00652
146	1845 Northwest Court D	2 br.	950	6	6.52	.00652
147	1849 Northwest Court A	2 br.	950	6	6.52	.00652
148	1849 Northwest Court B	2 br.	950	6	6.52	.00652

149	1849 Northwest Court C	2 br.	950	6	6.52	.00652
150	1849 Northwest Court D	2 br.	950	6	6.52	.00652

Exhibit B-2 (Garage Units)

Table of Unit and Garage Designations

<u>Garage Unit Graphical Designation</u>	<u>Garage Unit Approximate Area</u>	<u>Par Value</u>	<u>Percentage Interest</u>
G-1	200 sq. ft.	.60	.0006
G-2	200 sq. ft.	.60	.0006
G-3	200 sq. ft.	.60	.0006
G-4	200 sq. ft.	.60	.0006
G-5	200 sq. ft.	.60	.0006
G-6	200 sq. ft.	.60	.0006
G-7	200 sq. ft.	.60	.0006
G-8	200 sq. ft.	.60	.0006
G-9	200 sq. ft.	.60	.0006
G-10	200 sq. ft.	.60	.0006
G-11	200 sq. ft.	.60	.0006
G-12	200 sq. ft.	.60	.0006
G-13	200 sq. ft.	.60	.0006
G-14	200 sq. ft.	.60	.0006
G-15	200 sq. ft.	.60	.0006
G-16	200 sq. ft.	.60	.0006
G-17	200 sq. ft.	.60	.0006
G-18	200 sq. ft.	.60	.0006

G-19	200 sq. ft.	.60	.0006
G-20	200 sq. ft.	.60	.0006
G-21	200 sq. ft.	.60	.0006
G-22	200 sq. ft.	.60	.0006
G-23	200 sq. ft.	.60	.0006
G-24	200 sq. ft.	.60	.0006
G-25	200 sq. ft.	.60	.0006
G-26	200 sq. ft.	.60	.0006
G-27	200 sq. ft.	.60	.0006
G-28	200 sq. ft.	.60	.0006
G-29	200 sq. ft.	.60	.0006
G-30	200 sq. ft.	.60	.0006
G-31	200 sq. ft.	.60	.0006
G-32	200 sq. ft.	.60	.0006
G-33	200 sq. ft.	.60	.0006
G-34	200 sq. ft.	.60	.0006
G-35	200 sq. ft.	.60	.0006
G-36	200 sq. ft.	.60	.0006
G-37	200 sq. ft.	.60	.0006
G-38	200 sq. ft.	.60	.0006
G-39	200 sq. ft.	.60	.0006
G-40	200 sq. ft.	.60	.0006
G-41	200 sq. ft.	.60	.0006
G-42	200 sq. ft.	.60	.0006
G-43	200 sq. ft.	.60	.0006
G-44	200 sq. ft.	.60	.0006

G-45	200 sq. ft.	.60	.0006
G-46	200 sq. ft.	.60	.0006
G-47	200 sq. ft.	.60	.0006
G-48	200 sq. ft.	.60	.0006
G-49	200 sq. ft.	.60	.0006
G-50	200 sq. ft.	.60	.0006
G-51	200 sq. ft.	.60	.0006
G-52	200 sq. ft.	.60	.0006
G-53	200 sq. ft.	.60	.0006
G-54	200 sq. ft.	.60	.0006
G-55	200 sq. ft.	.60	.0006
G-56	200 sq. ft.	.60	.0006
G-57	200 sq. ft.	.60	.0006
G-58	200 sq. ft.	.60	.0006
G-59	200 sq. ft.	.60	.0006

EXHIBIT C

Additional Land

4.477 Acre Tract.

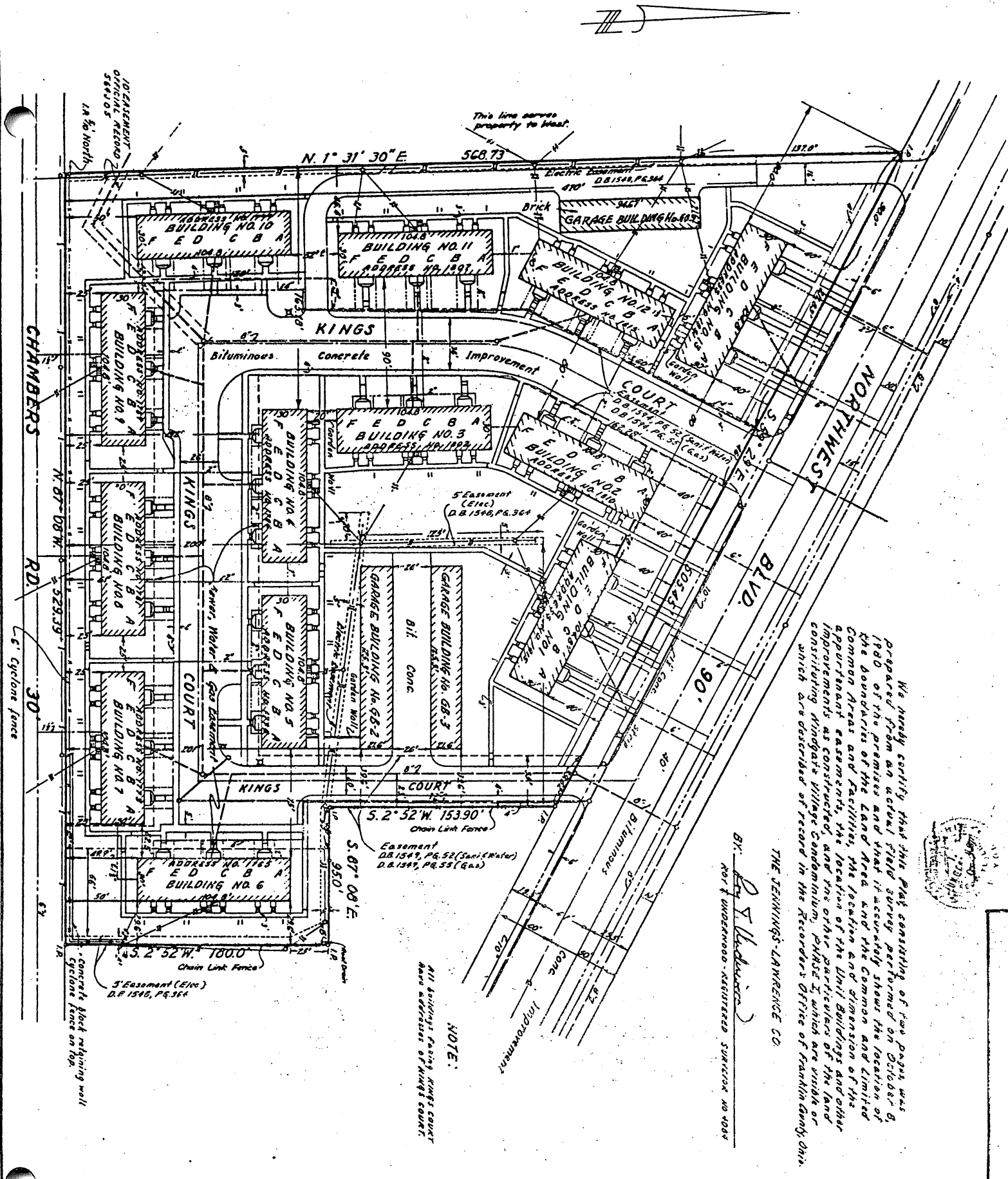
Situate in the State of Ohio, County of Franklin and City of Columbus and being a part of Quarter Township 3, Township 1, Range 18, US Military Lands and being all of that 4.477 acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 296, records of the Recorder's Office, Franklin County, Ohio, excepting therefrom that 13 square feet tract quit-claimed to Wallace A. and Nancy J. Boesch by deed of record in Deed Book 3797, page 781 of the aforementioned records and being more particularly described as follows:

Beginning at a point in the northerly line of Chambers Road at the southwesterly corner of the above mentioned 4.477 acre tract, said point being witnessed by an iron pin 0.50 ft. north on line, said beginning point also being the southeasterly corner of 2 acres conveyed to Richard L. Kleckler by deed of record in Deed Book 3364, page 426 of the aforementioned records, thence N. 1°-32' E. along the easterly line of said Kleckler tract and also the easterly line of the following adjoining properties.

Kingland Ltd., 1.0 acre, Deed Book 3520, page 305,
H. F. Zieg & M. V. Hannan, 0.5 acre, Deed Book 2835,
page 129,
Z. & J. Co., 0.5 acre, Deed Book 2145, page 290,

a distance of 580.92 ft. to an iron pin at a northwesterly corner of the herein described tract, said point also being a southwesterly corner of that 0.243 acre tract conveyed to Wallace A. and Nancy J. Boesch by deed of record in Deed Book 3794, page 278 of the aforementioned records; thence S. 88°-28' E. along the southerly line of said 0.243 acre tract 2.13 ft. to the northwesterly corner of the previously mentioned 13 square foot tract; thence S. 1°-32' W. along the westerly line of said 13 square foot tract 0.30 ft. to the southwesterly corner thereof; thence S. 87°-35' E. along the southerly line of said 13 square foot tract 25.94 ft. to the southeasterly corner thereof; thence N. 1°-32' E. along the easterly line of said 13 square ft. tract 0.70 ft. to the northeasterly corner thereof, said point being in the southerly line of the above mentioned 0.243 acre tract; thence S. 88°-28' E. continuing along the southerly line of said 0.243 acre tract and the southerly line of that 0.217 acre tract conveyed to Paul M. Savage and Robert M. Stewart, Sr. by deed of record in Deed Book 3663, page 45 of

the aforementioned records 71.93 ft. to the southeasterly corner of said 0.217 acre tract; thence N. 30°-31' E. along the easterly line of said 0.217 acre tract 107.47 ft. to a point in the middle of Fairview Free Turnpike, now Northwest Boulevard; thence S. 59°-29' E. along the centerline of Fairview Free Turnpike and the northerly line of the herein described tract 187.00 ft. to a point; thence S. 1°-31'-30" W. along the easterly line of the herein described tract and the westerly line of that tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 302 of the aforementioned records 591.59 ft. to an iron pin in the northerly line of Chambers Road; thence N 87°-08' W. along said northerly line 315.98 ft. to the place of beginning; containing 4.477 acres more or less of which 0.088 acres is in the right-of-way of Northwest Boulevard; subject to the right-of-way of Northwest Boulevard.



We hereby certify that this plat consisting of two pages was prepared from an actual field survey performed on October 8, 1980 of the premises and that it accurately shows the location of the boundaries of the Land Area, and the Common and Limited Common Areas and facilities, the location and dimension of the apartment units and facilities, the location of the Unit Buildings and other improvements as constructed, and the other particulars of the land constituting Windgate Village Condominium, Phase I, which are visible or which are described of record in the Recorder's Office of Franklin County, Ohio.

THE JENNINGS-LAWRENCE CO.
 BY: *Ray S. Lawrence*
 Not a Notary Public - Registered Surveyor No. 4044

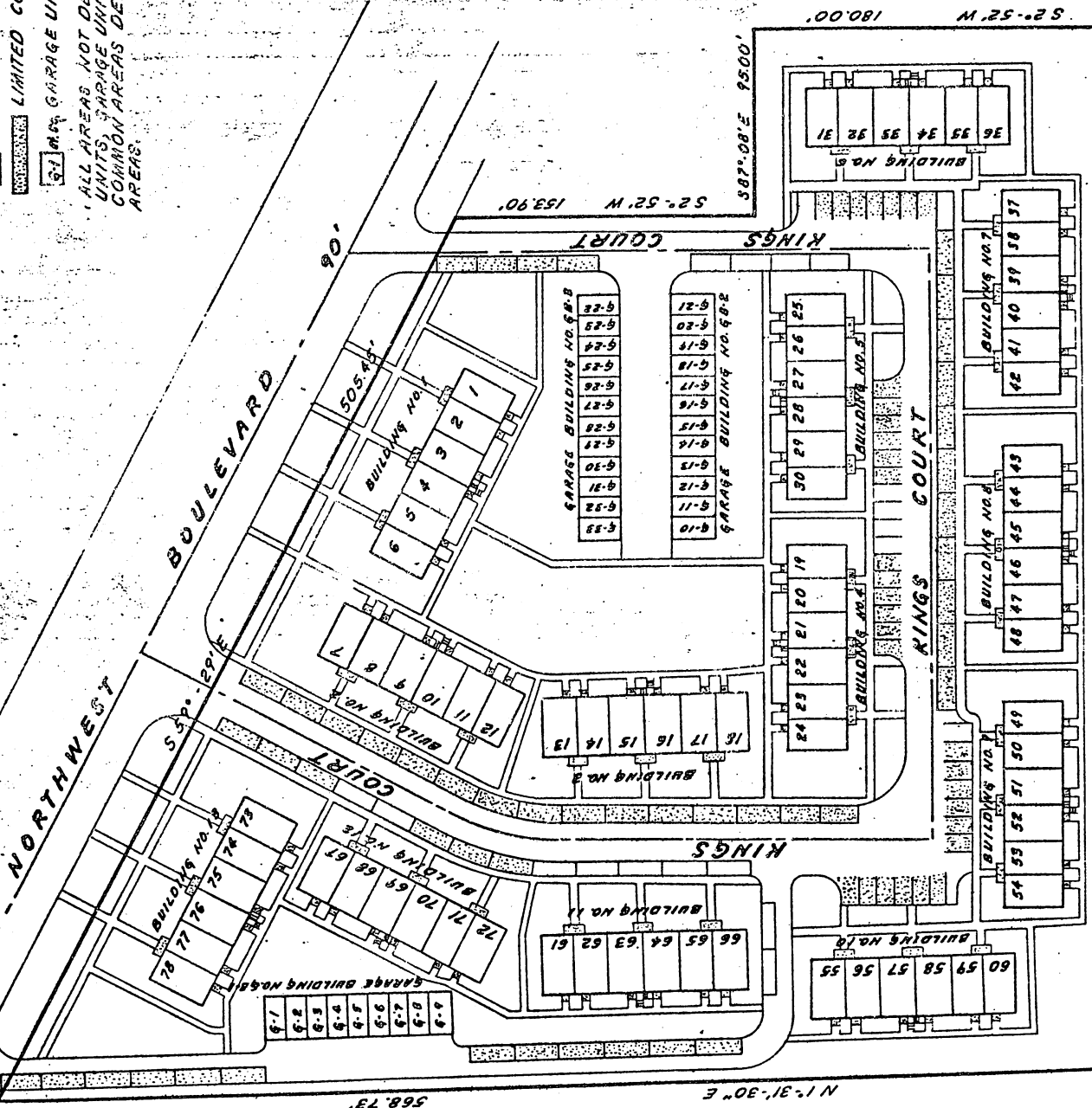
NOTE:
 All buildings facing Kings Court have addresses of Kings Court.

THE JENNINGS-LAWRENCE CO.
 ENGINEERS & SURVEYORS
 555 BUTTLES AVE. COLUMBUS, OHIO

WINDGATE VILLAGE CONDOMINIUM, PHASE I
 EASEMENT AND IMPROVEMENT PLAN

WINDGATE VILLAGE CONDOMINIUM, PHASE I - SITE PLAN

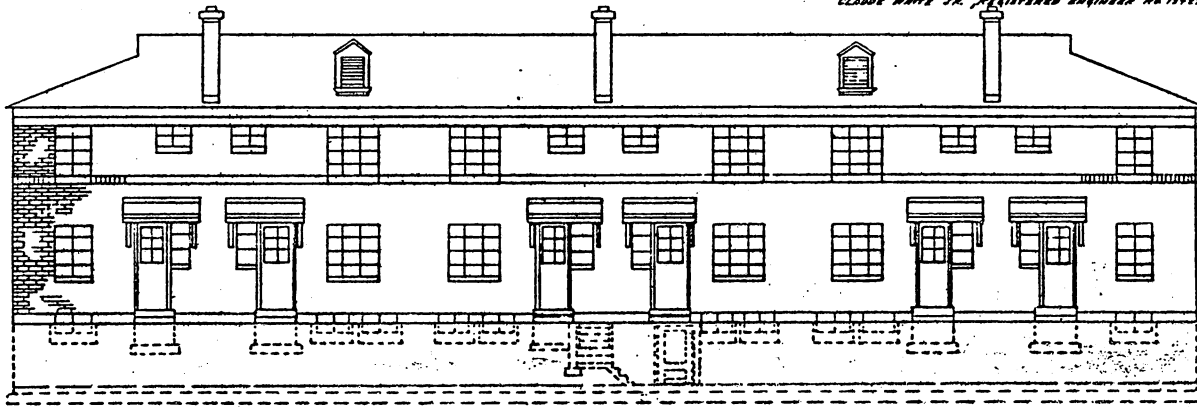
ALL AREAS NOT DESIGNATED AS
UNITS, GARAGE UNITS OR LIMITED
COMMON AREAS DEPICT COMMON
AREAS.



N 87° 08' W
CHAMBERS ROAD 30' 529.39'

We hereby certify that these Drawings, consisting of 3 pages, accurately show all of the particulars of the Unit Buildings of WINDGATE VILLAGE CONDOMINIUM, PHASE I including the layout and dimensions of each Unit and of the Common and Limited Common Areas and Facilities located in the Unit Buildings as determined to the best judgement, knowledge and ability of the undersigned.

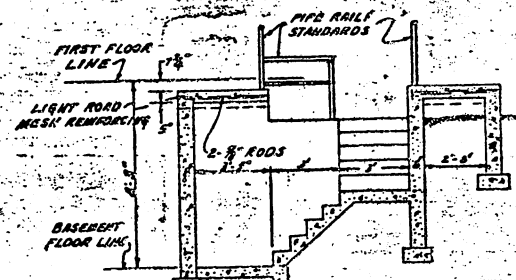
THE JENNINGS-LAWRENCE CO.
 BY: *Charles W. Lawrence* December 12, 1980
 CLAUDE WHITE JR., REGISTERED ENGINEER NO. 19587



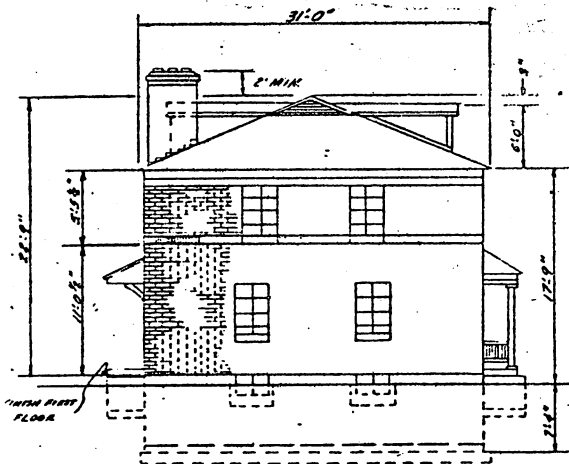
TYPICAL REAR ELEVATION
 ALL BUILDINGS
 SCALE 1/8" = 1'-0"

NOTE:

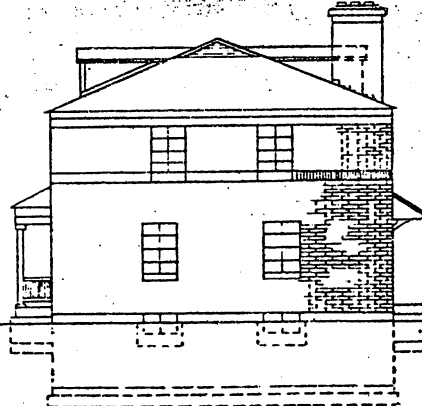
All measurements shown are typical for all Units.



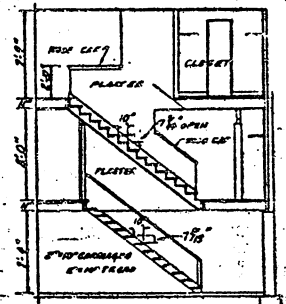
TYPICAL STAIR DETAIL
 BOILER ACCESS
 NOT TO SCALE



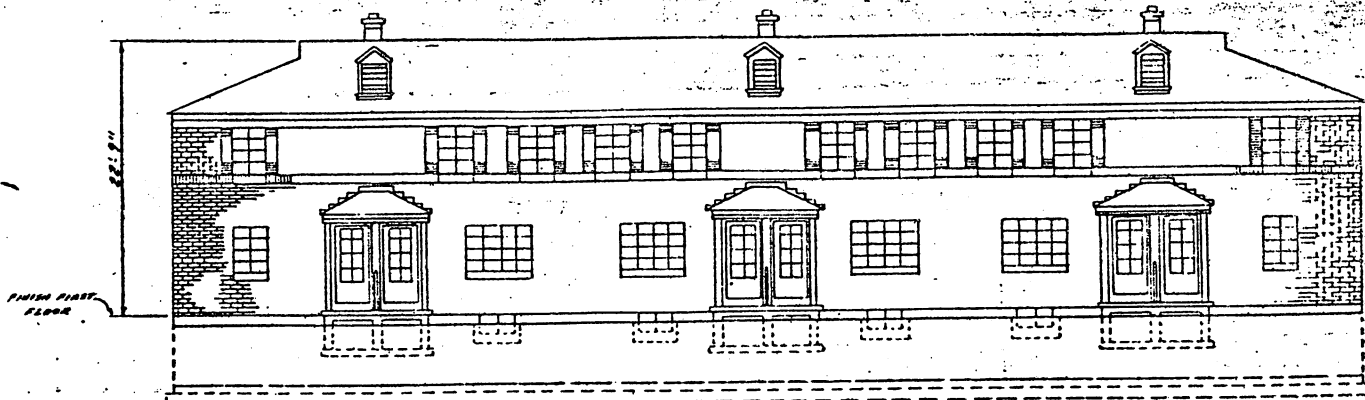
TYPICAL LEFT SIDE ELEVATION
 ALL BUILDINGS
 SCALE 1/8" = 1'-0"



TYPICAL RIGHT SIDE ELEVATION
 ALL BUILDINGS
 SCALE 1/8" = 1'-0"



TYPICAL STAIR DETAIL
 ALL TOWNHOUSES
 NOT TO SCALE



TYPICAL FRONT ELEVATION
 ALL BUILDINGS
 SCALE 1/8" = 1'-0"

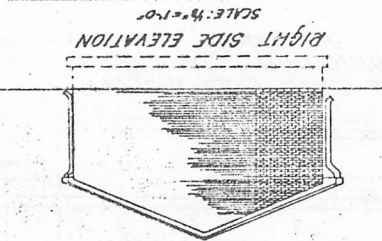
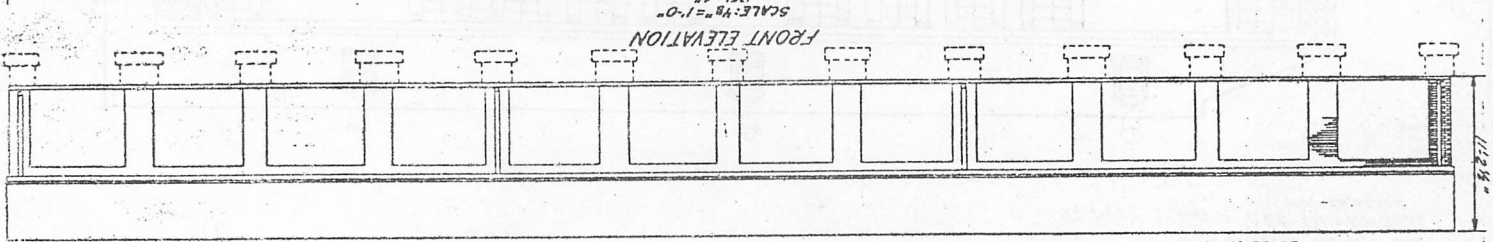
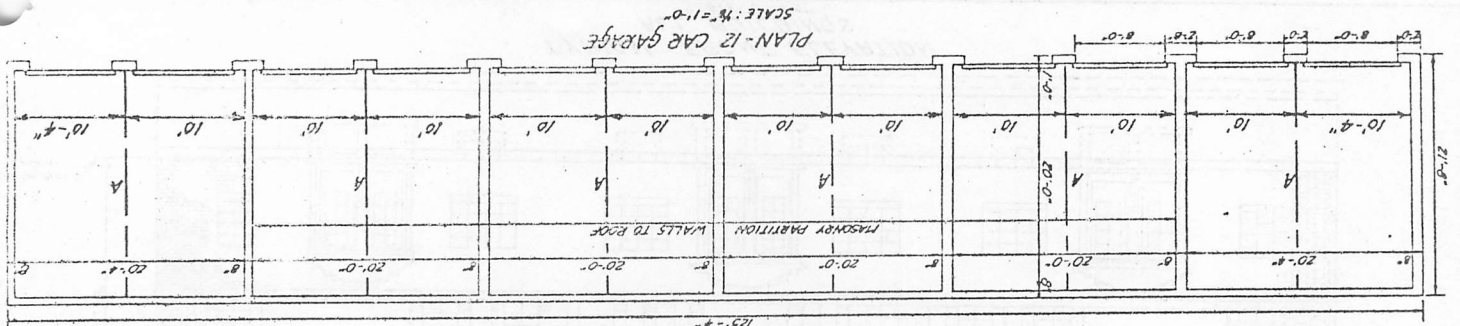
THE JENNINGS-LAWRENCE CO.
 ENGINEERS & SURVEYORS
 555 BUTTLES AVE. COLUMBUS, OHIO

WINDGATE VILLAGE CONDOMINIUM, PHASE I
 TYPICAL BUILDING ELEVATIONS, ALL BUILDINGS
 TYPICAL STAIR DETAILS

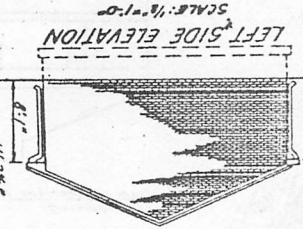
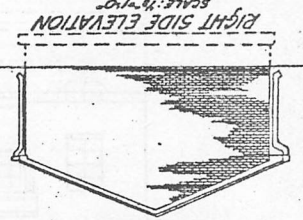
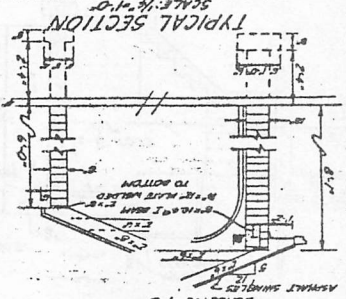
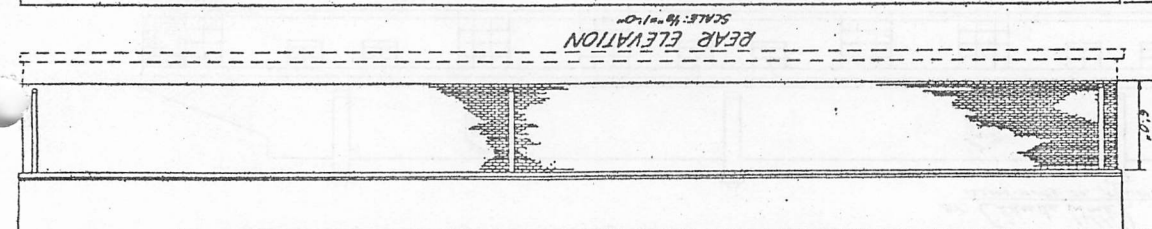
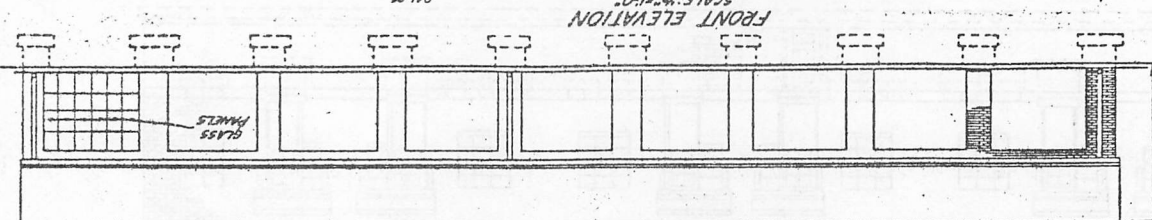
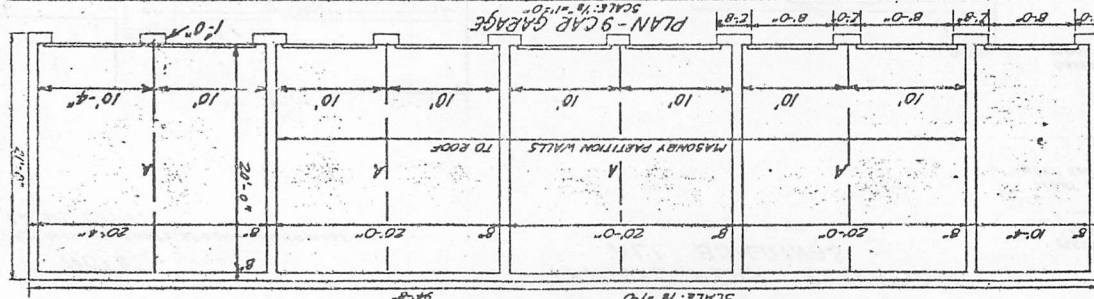
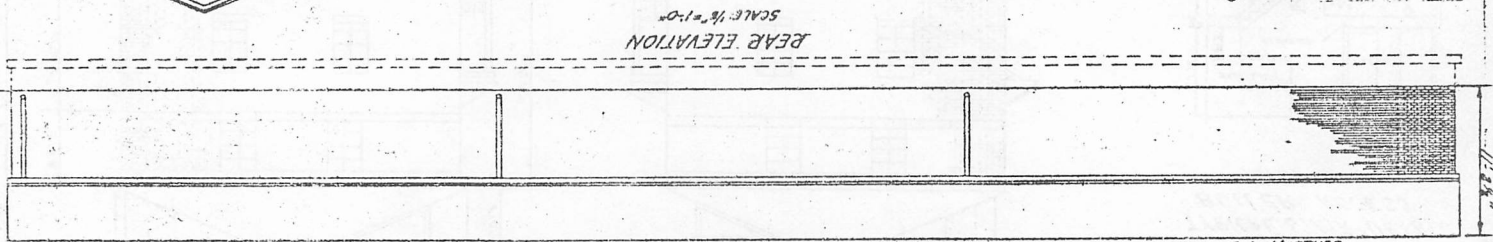
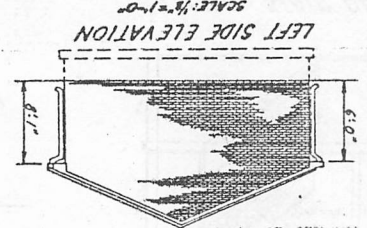
WINDGATE VILLAGE CONDOMINIUM, PHASE I
GARAGE BUILDING ELEVATIONS AND FLOOR PLANS

THE JENNINGS-LAWRENCE CO.
ENGINEERS & SURVEYORS
555 BUTLER AVE. COLUMBUS, OHIO

SHEET NUMBER
3



NOTE: Measurements shown are typical for all Garage Buildings and Garage Units.
A = Garage Unit Division Line



NOTE:

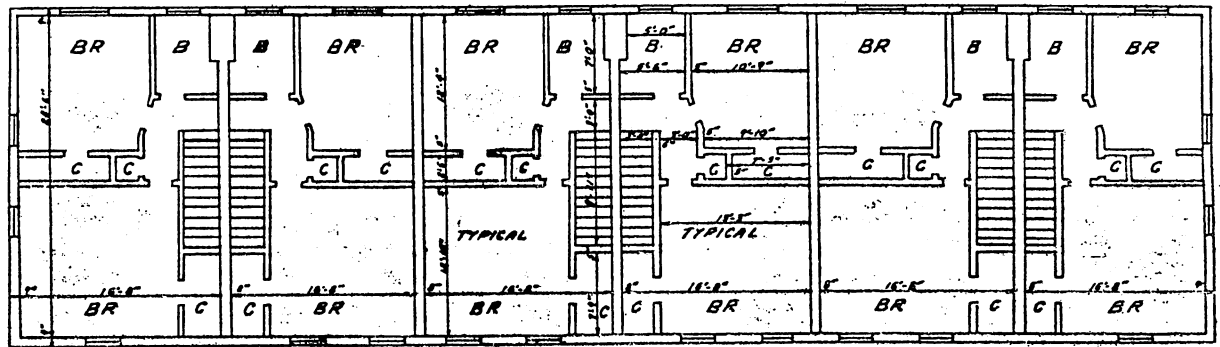
All structural components of the perimeter walls bounding each Unit and all load-bearing components of the interior walls of each Unit constitute Common Areas.

Measurements shown are typical for all Units.

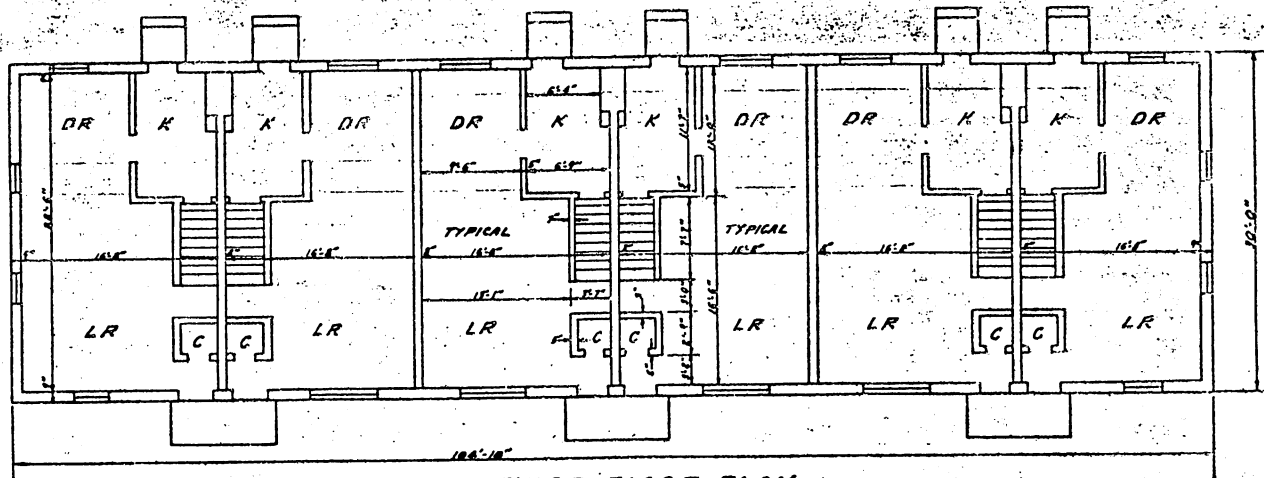
Stair details, Sheet 1.

LEGEND:

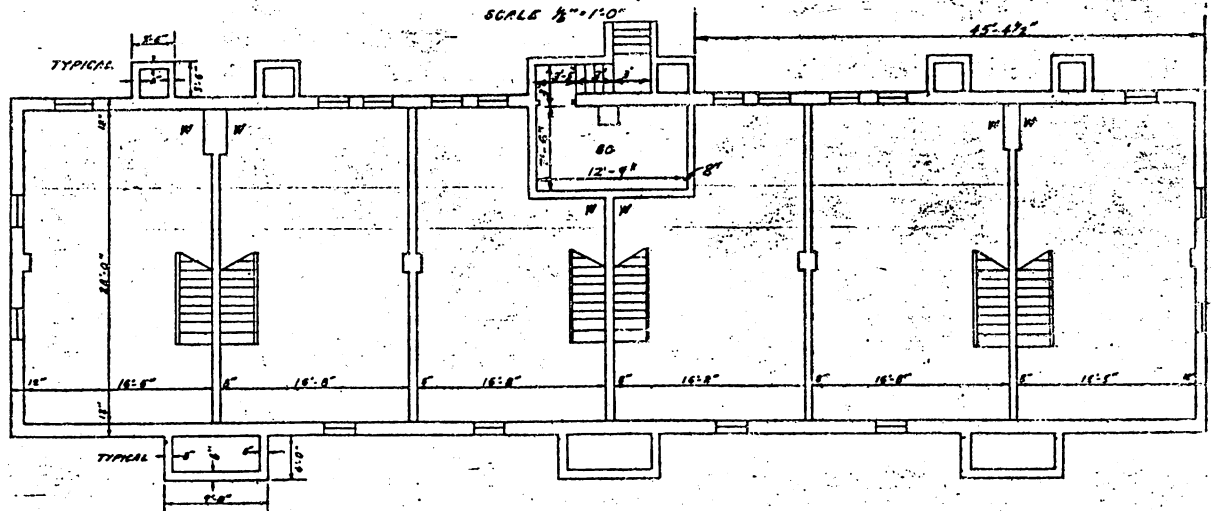
LR. Living Room
D.R. Dining Room
BR. Bedroom
K. Kitchen
B. Bath
C. Closet
W. Water Heater
B.O. Heat Boiler



**TYPICAL SECOND FLOOR PLAN
ALL BUILDINGS**
SCALE 1/8" = 1'-0"

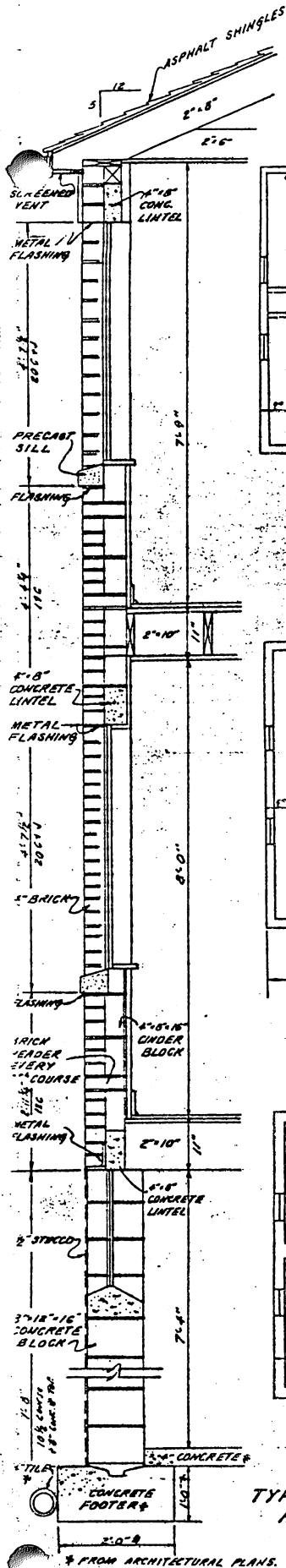


**TYPICAL FIRST FLOOR PLAN
ALL BUILDINGS**
SCALE 1/8" = 1'-0"



**TYPICAL BASEMENT PLAN
ALL BUILDINGS**
SCALE 1/8" = 1'-0"

**TYPICAL WALL SECTION
ALL BUILDINGS**
SCALE 3/8" = 1'-0"



FROM ARCHITECTURAL PLANS.

THE JENNINGS-LAWRENCE CO.
ENGINEERS & SURVEYORS
553 BUTTLES AVE. COLUMBUS, OHIO

WINDGATE VILLAGE CONDOMINIUM, PHASE I
TYPICAL BASEMENT, FIRST FLOOR AND SECOND FLOOR PLANS

CODE OF REGULATIONS (BYLAWS)

OF

WINDGATE VILLAGE UNIT OWNERS' ASSOCIATION

This Code of Regulations shall constitute the bylaws of the Windgate Village Owners' Association (the "Association") and shall describe, establish, and govern the administration of the Association. The Association shall administer the Condominium Property of the Windgate Village Condominium. All Unit Owners, occupants of Units, invitees, guests, and other persons in lawful possession of Units shall be subject to and shall comply with the regulations established in this Code of Regulations.

Unless the context clearly indicates otherwise, all terms used in this Code of Regulations shall be assumed to have the meaning attributed to said terms by the Declaration of Condominium Ownership for Windgate Village Condominium and by Chapter 5311 of the Ohio Revised Code.

ARTICLE I

NAME AND LOCATION OF THE ASSOCIATION

The name of the Association is the Windgate Village Unit Owners' Association. The Association is an Ohio not-for-profit corporation created pursuant to the provisions of Chapter 1702, Ohio Revised Code and is the unit owners' association required by the provisions of Chapter 5311, Ohio Revised Code. The principal office of the Association shall be the location set forth in the Articles of Incorporation of the Association and the place of meetings of the Association and of the Board shall be such places in Franklin County, Ohio as may be designated by the Board from time to time.

ARTICLE II

UNIT OWNERS

Section 1. Membership. Upon acquiring a whole or undivided condominium ownership interest in a Unit, the Unit Owner shall automatically become a member of the Association ("Member"). Upon the sale or other conveyance of a condominium ownership interest in a Unit in fee simple, the membership in the Association of the selling owner shall automatically and immediately terminate and be transferred to the purchaser of such condominium ownership interest, who shall thereafter be a Member of the Association. Membership in

the Association is appurtenant to and may not be separated from ownership of any Unit. Developer shall be a Member of the Association with respect to each and every Unit owned by the Developer during the period Developer owns such Units.

Section 2. Meetings of Members.

a) Annual Meeting. An annual meeting of the Members shall be held during the first quarter of each year at a place in Columbus, Ohio and on the date and time established by the Board from time to time. At each annual meeting one-third (1/3) of the Members of the Board shall be elected; and the Association may conduct such other business as is described in the notice of the meeting.

b) Special Meetings. Special meetings of the Members may be called by the President of the Association, by a majority of the Board, or by Members entitled to cast at least 25% of the votes of all Members. Such special meetings may be called only if authorized by the Declaration or Chapter 5311, if requested in writing by Members entitled to cast at least 25% of the votes of all Members, or if called in connection with circumstances deemed by a majority of the Board to constitute an emergency. The only business that may be transacted at a Special Meeting is the business described in the Notice of such meeting.

c) Notices of Meetings. The Secretary of the Association shall deliver written notice of the annual meeting of the members at least thirty (30) days prior to the date of such meeting to each Member of record as of the day immediately preceding the delivery of the notices. With the exception of meetings called to consider emergency circumstances affecting the Condominium Property, the Secretary of the Association shall deliver written notice of any special meeting of the members at least ten (10) days prior to the date of such meeting to each member of record as of the day immediately preceding the delivery of such notices. Each notice shall be given either by personal delivery or by mail, postage prepaid, to each Member at the address for such Member last appearing in the records of the Association. The Notice shall specify the time, place and Order of Business of any meeting called and, in the case of a special meeting, shall specify the purpose of the meeting.

Any Member may waive his right to notice of the time, place, or purpose of any meeting of Members by delivering a waiver in writing of such right to the Secretary of the Association. If any Member shall attend any meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, such Member shall be deemed to have waived his right to notice of such meeting.

Section 3. Voting Rights. With respect to matters properly submitted to the vote of the Association, a Member may cast one vote for each Unit owned by such Member. If two or more persons own undivided interests in a Unit, each owner may cast that fraction of the vote appurtenant to his Unit

which is proportionate to his interest in the Unit. If one individual or entity owns more than one Unit, such owner may cast the number of votes equal to the number of Units owned by such owner.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his or their behalf shall be made in a signed writing to the Board and shall be revocable at any time by actual written notice delivered to the Board by the Member or Members making such designation. Revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. Every proxy shall automatically cease upon the sale by the Member of his Unit.

Section 5. Quorum. The presence in person or by proxy at any duly called and noticed meeting of the Association of Members entitled to cast 30% of the voting power of the Association shall constitute a quorum for such meeting.

Section 6. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Members present, whether a quorum be present or not. Notice of the time, place and purpose of the adjourned meeting shall be delivered to the Members not present at the originally called meeting at least twenty-four hours prior to such adjourned meeting. At any recalled meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 7. Vote Required. Except as otherwise required in the Declaration, Chapter 1702, Ohio Revised Code, or Chapter 5311, Ohio Revised Code, the vote of a majority of a quorum of Members represented and entitled to vote at any duly called and noticed meeting shall determine any matter validly presented to such meeting.

Section 8. Conduct of Meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all reports presented, all actions and proposals considered by the Members, and all resolutions adopted by the Members at the meeting. The rules of the latest edition of Roberts Rules of Order shall govern the conduct of all meetings, except as otherwise provided by the Declaration, this Code of Regulations, or Ohio law.

Section 9. Action in Writing Without Meeting. Any action that could be taken by Members or Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval in writing of Members or Unit Owners entitled to exercise the same percentage of voting power necessary to approve the action at a meeting, except if a greater percentage of voting power is required by the Declaration or by law for such action of the Association taken without a meeting. Such written votes or approvals shall be filed with the Secretary of the Association.

ARTICLE III

BOARD OF TRUSTEES (BOARD OF MANAGERS)

Section 1. Initial Board Members. The initial members of the Board shall be the three (3) persons named to comprise the Board of Trustees in the Articles of Incorporation of the Association. During the Developer Control Period described in the Declaration the Board shall consist of the three initial Board members or persons appointed by the Developer to replace said Board members; provided that Members of the Association shall be entitled to elect members of the Board as provided in the Declaration. The members of the Board appointed by the Developer are not required to be Unit Owners.

Section 2. Initial Trustees. After the expiration of the Developer Control Period, the Members shall hold a special meeting to nominate and elect five (5) Members (the "Initial Trustees") to serve on the Board of Trustees (all persons elected by the members to the Board being hereinafter referred to as the "Trustees"). The two candidates for the Board receiving the largest numbers of votes shall be elected for terms ending two years after the ensuing Annual Association Meeting, the two candidates receiving the next largest numbers of votes shall be elected for terms ending one year after the ensuing Annual Association Meeting, and the candidate receiving the next largest number of votes shall be elected for a term ending with the ensuing Annual Association Meeting.

Each Initial Trustee shall serve on the Board until his successor is elected at an Annual Association Meeting or until his resignation, removal from office, death, or incapacity, whichever shall be the earliest event.

Section 3. Nominations of Trustees; Election. After the expiration of the Developer Control Period and after the election of the Initial Trustees, nominations of Members to serve as Trustees shall be presented at each Annual Association Meeting by a nominating committee consisting of one Trustee whose term will not expire as of such annual meeting, and two Unit Owners selected by the Trustees whose terms will not expire as of such meeting. In addition, Members entitled to exercise at least 20% of the voting power of all Members may nominate candidates to serve on the Board by submitting to the Secretary of the Association at least seven (7) days prior to the Annual Association Meeting a written nomination executed by said Members that names the candidates. The Secretary shall present such nominations to the Members at the Annual Association Meeting. Only Members may be candidates for the Board of Trustees.

The nominating committee shall make as many nominations for election to the Board as it may determine to be equitable, provided that in no event shall the number of Members nominated by said committee, together with the nominated Members presented by the Secretary, be fewer than three Members.

The election of the Initial Trustees and all Trustees thereafter shall be determined by secret written ballot. Each Member or his proxy may cast with respect to each Trustee position to be elected one vote for each Unit owned by such Member or that portion of one vote equal to the fractional interest in a Unit owned by such Member. Cumulative voting shall not be permitted.

In all elections of Trustees after the election of the Initial Trustees, the candidates receiving the largest number of votes for the available positions on the Board shall be elected to be Trustees.

Section 4. Term of Office. Upon the expiration of the term of office of any Initial Trustee, the Trustee elected to replace said Initial Trustee and each Trustee thereafter shall serve a two year term or shall serve until his resignation, removal from office, death, or incapacity, whichever shall be the earliest event.

Section 5. Resignation; Removal; Replacement. Any Trustee may resign at any time by stating his resignation at any meeting of the Board or by delivering a written resignation at any meeting of the Board or by delivering a written resignation to the Secretary of the Association. Such resignation shall become effective immediately or at such time as the resigning Trustee may specify.

Any Trustee may be removed with or without cause at a duly called and noticed regular or special meeting of the Association by the vote of Members entitled to exercise at least 70% of the voting power of all Members. The Board of Trustees may remove any Trustee who fails to attend three consecutive regular meetings of the Board. Any Trustee whose removal has been proposed shall be entitled to be heard at such meeting. A successor to any Trustee so removed shall be selected by the remaining Trustees; and such successor Trustee shall serve until the next Annual Association Meeting, at which meeting a new Trustee shall be elected to complete the term of the removed Trustee.

In the event of the death or incapacity of any Trustee, the remaining Trustees shall select a successor Trustee who shall serve until the next Annual Association Meeting, at which meeting a new Trustee shall be elected to complete the term of the deceased or incapacitated Trustee.

Notwithstanding the above provisions, during the Developer Control Period, Developer shall have the sole right to remove those Trustees which Developer is entitled to appoint and to select successors for any such Trustee who dies, becomes incapacitated, or is removed.

Section 6. Compensation of Trustees. Unless otherwise determined by the vote at a duly called and noticed meeting of the Association by the vote of Members entitled to exercise at least 75% of the voting power of all Members, no Trustee shall receive compensation for any services rendered to the Association as a Trustee. Notwithstanding the above restriction, any Trustee shall be reimbursed any actual expenses incurred by said Trustee on

behalf of the Association in the reasonable performance of his duties; provided that, if a majority of the Members present at a regular or special meeting of the Association shall vote or if a majority of all Members shall state in a writing delivered to the Secretary of the Association that the amount of such reimbursement unreasonably exceeds the amount apportioned in the Annual Operating Budget for the same category of expenses or that the Trustee's incurring such expenses without the prior approval of the Association did not constitute a reasonable performance of the Trustee's duties, such Trustee shall be reimbursed only the amount determined to be reasonable by said majority of Members.

Section 7. Meetings.

a) Regular Meetings. The Trustees shall meet not less than once each calendar quarter. The date, time, and place of any regularly scheduled meeting shall be established from time to time by a resolution of the majority of the Board.

b) Special Meetings. The Trustees may hold special meetings upon the call of the President or of two (2) Trustees and upon sufficient notice to all Trustees.

c) Matters to be Addressed. The Board shall consider and determine only those matters described in the notice of the meeting; provided that the Board may consider and determine such additional matters which all Trustees consent to consider.

Section 8. Notice of Meetings; Waiver of Notice. The Secretary of the Association, or such other person as may be appointed by the Board, shall deliver written notice of the time and place of any regular or special meeting either personally or by mail, telegram, or cablegram at least three (3) days prior to the meeting; provided that, such person may deliver notice at any meeting to consider an emergency circumstance affecting the Condominium Property by any reasonable method. The notice shall specify the purpose of any special meeting and shall briefly describe the matters to be addressed at any regular meeting.

The attendance of a Trustee at any Board meeting without protesting the failure of the Secretary to serve proper notice upon him shall constitute a waiver by said Trustee to such failure to serve notice. A Trustee may waive in writing the serving upon him of notice of any meeting either before or after such meeting is held; and such written waiver shall be filed with or entered upon the records of such meeting.

Section 9. Quorum. After the election of the Initial Trustees, the presence of three Trustees in person at any duly called and noticed meeting of the Board shall constitute a quorum for such meeting; provided that a majority of the Trustees present at any meeting may adjourn such meeting. During the Developer Control Period, the presence of two Board members in person at any duly called meeting of the Board shall constitute a quorum for such meeting.

Section 10. Vote Required. Each Trustee may cast one vote on each matter to be determined by the Board. Except as otherwise required in the Declaration, Chapter 1702, Ohio Revised Code, or Chapter 5311, Ohio Revised Code, the vote of a majority of a quorum of Trustees voting at a duly called and noticed meeting shall determine any matter properly determined by the Board.

Section 11. Action Without a Meeting. Any action that could be taken or matter that might be determined by the Board at a meeting may be taken or determined without a meeting by the affirmative written approval of all of the Board Members or Trustees.

Section 12. Powers of the Board. Except as otherwise provided by Ohio law, the Declaration, or this Code of Regulations, all obligations and duties of the Association shall be performed by the Board and all powers and authority of the Association shall be exercised by the Board. Without limiting the generality of the foregoing, in connection with administering the Condominium Property and carrying out the purposes of the Condominium on behalf of the Association, the Board shall have the right, power, and authority to:

- a) enforce the covenants, conditions, and restrictions set forth in the Declaration;
- b) repair, maintain, and improve the Common and Limited Areas and Facilities as provided in the Declaration;
- c) authorize the officers to enter into contracts on behalf of the Association, including one or more management agreements in order to facilitate the efficient maintenance and operation of the Condominium Property;
- d) obtain insurance in the amounts and coverages required by the Declaration;
- e) establish, levy, collect, and enforce assessments as provided in the Declaration;
- f) adopt and publish Rules governing the use of the Common and Limited Common Areas and Facilities and the personal conduct of Unit Owners and occupants, their family members, guests, and invitees; and establish penalties for infractions of said Rules;
- g) suspend the voting rights of Members of the Association and suspend the rights of Unit Owners and occupants, together with their family members, guests, and invitees, to use the recreational facilities, as provided in the Declaration or in the Rules established by the Board;
- h) appoint such committees as it may deem necessary or appropriate in order to perform its duties;

- i) declare the office of a Trustee to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- j) employ attorneys and accountants to perform such legal and accounting services as the Board may deem necessary or appropriate;
- k) reasonably delegate such of the Board's power and authority to the officers, agents, employees, or committees of the Association as the Board may deem necessary or appropriate in order to fulfill its obligations and duties;
- l) take all actions deemed necessary or desirable, to comply with all requirements of Ohio law and the Declaration, and take all actions permissible under this law and the Declaration which are not specifically reserved to other persons or bodies, in order to fulfill the purposes of the Condominium.

Section 13. Duties of Board. In connection with administering and maintaining the Condominium Property on behalf of the Association, the Board shall perform the following obligations and duties:

- a) cause to be kept complete and accurate records of the actions and corporate affairs of the Association and of the Board and present a summary thereof at each Annual Association Meeting and, if requested by Unit Owners entitled to exercise not less than 75% of the voting power of all Unit Owners, present such summary at a special meeting of the Association called for the purpose of reviewing said records;
- b) supervise all officers, agents, and employees of the Association to ensure that their duties are properly performed;
- c) compute and establish the Annual Operating Budget;
- d) determine the amount of any assessment to be charged against a Unit; deliver or cause to be delivered written notice of any assessment to each Unit Owner within the time limits specified in the Declaration; institute any action at law or in equity to recover any delinquent assessment, including without limitation an action to foreclose any assessment lien held by the Association and an action against the Unit Owner;
- e) cause all officers handling Association funds to be covered by fidelity bonds;
- f) procure and maintain the insurance required by the Declaration, and such other insurance as the Board shall deem necessary;

- g) cause the restrictions created by the Declaration and the Rules established by the Board to be enforced.
- h) cause all Condominium Property subject to the Board's jurisdiction to be maintained and administered in accordance with the requirements of the Declaration and Ohio law and in furtherance of the purpose of such property.
- i) take all other action necessary or appropriate in order to comply with all requirements of the Declaration and Ohio law.

ARTICLE IV

OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, a Vice-President, a Secretary, Assistant Secretary, and Treasurer and such other officers as the Board may establish from time to time. An officer must be a member of the Association; provided that during the Developer Control Period, officers need not be members of the Association.

Section 2. Election. At each annual organization meeting of the Board, the Trustees shall elect a President, Vice-President, a Secretary, Assistant Secretary, and a Treasurer. The persons elected to be President and Treasurer must be Trustees.

Section 3. Term of Office, Vacancies. The officers of the corporation shall hold office until their successors are elected at the next organizational meeting of the Board or other meeting of the Board or until they resign, die, or or are removed by the Board.

The Board may elect successors for any vacant office at any regular or special meeting of the Board.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be such duties as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

a) President. The President shall preside at all meetings of the Association and at all meetings of the Board, shall have the supervisory authority to see that orders and resolutions of the Board are carried out.

The signature of the President on behalf of the Association on any legal instrument shall effectively bind the Association.

b) Vice-President. The Vice-President shall perform the duties of the President when the President is absent or otherwise fails or refuses to perform his duties; provided that the signature of the Vice-President on behalf of the Association on any legal instrument shall bind the Association only if such instrument is executed by a second officer.

c) Secretary. The Secretary shall deliver the notices of meetings of the Board and of the Association or Unit Owners and shall record the votes and keep the minutes and proceedings of such meetings. The Secretary shall keep all appropriate current records of the Association affairs, as required by law, the Declaration, this Code of Regulations, or the Board. The records shall show the names and addresses of the Unit Owners and their mortgagees, together with such other information as may be necessary or appropriate.

d) Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or otherwise fails or refuses to perform his duties, and shall perform such other duties as the Secretary may delegate to him from time to time.

(e) Treasurer. The Treasurer shall assume responsibility for (i) the receipt and deposit in appropriate bank accounts of all monies of the Association, (ii) the disbursement of such funds as directed by resolution of the Board, (iii) the keeping of proper books of account, (iv) the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and (v) the delivery or mailing of a copy of the budget and the income statement to each of the Unit Owners. No person may serve as Treasurer who is not insurable under a fidelity bond.

The Board shall be entitled to delegate any of the above-described duties of any officer to a professional managing agent, to any other officer or to a committee of Unit Owners. An officer may delegate the performance of his duties to an agent or employee only with the prior consent of the Board.

Section 6. Compensation. Unless otherwise determined by the vote at a duly called and noticed meeting of the Association of Members entitled to exercise at least 75% of the voting power of all Members, no officer shall receive compensation for any services rendered to the Association as an officer. Notwithstanding the above restriction, an officer may receive compensation for services rendered to the Association in a capacity other than as an officer. In addition, an officer shall be reimbursed any actual expenses that were incurred by said officer on behalf of the Association in the reasonable performance of his duties and that were authorized by the Board; provided that, if a majority of the Members present at a regular or special meeting of the Association shall vote or if a majority of all Members shall state in a writing delivered to the Secretary of the Association that the amount of such reimbursement unreasonably exceeds the amount apportioned in the Annual Operating Budget for the same category of expenses or that the Officer's incurring such expenses without the prior approval of the

Association did not constitute a reasonable performance of the Officer's duties, such officer shall be reimbursed only the amount determined to be reasonable by said majority of all Members.

Section 7. Execution of Legal Documents. All agreements, contracts, deeds, leases, checks, and other legal instruments affecting the Association shall be executed by the President or by the Vice-President and another Officer if the President is absent or otherwise fails to execute any such legal instrument, or by such other person or persons as may be designated by the Board in writing.

ARTICLE V

BOOKS AND RECORDS

The books, records, and financial statements of the Association shall be audited once each year by the Treasurer and such audit shall be completed prior to each Annual Association Meeting. If requested by two (2) Trustees, by a majority of the holders of first mortgages on Units encumbered by mortgages, or by Unit Owners entitled to exercise a majority of the voting power of all Unit Owners, the annual audit shall be performed by a Certified Public Accountant.

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances for inspection by Unit Owners and the holders and insurers of first mortgages on Units within forty-eight hours after any such person shall deliver written notice requesting such inspection. In addition, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VI

INDEMNIFICATION

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a trustee, officer, or employee of another Association, against expenses, (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit, or proceeding, to the extent and under the circumstances permitted by the

Corporation Law of the State of Ohio. Unless otherwise ordered by the court, such indemnification shall be made upon a determination that indemnification of the Trustee or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in the Corporation Law of the State of Ohio. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of Trustees who were not, and are not, parties to or threatened with any such action, suit or proceeding, or (2) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel meeting the requirements of independence prescribed by the Corporation Law of Ohio, or (3) by the Members, or (4) by the Court of Common Pleas or the court in which such action, suit, or proceeding was brought.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Declaration, this Code of Regulations, any agreement, vote of Members or disinterested Trustees, or otherwise, and shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Board may elect to pay the expenses, including attorneys' fees, incurred by any Trustee or Officer in defending any action, suit, or proceeding referred to above in advance of the final disposition of such action, suit, or proceeding after receiving from the Trustee or officer a written agreement stating that he shall repay such amount except if the Board subsequently determines that he is entitled to be indemnified by the Association as authorized in this Article VI.

The Association may purchase and maintain insurance on behalf of any person who is or was a trustee, officer or employee of the Association, or is or was serving at the request of the Association as a trustee, officer, or employee of another Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under this Article VI.

ARTICLE VIII

FISCAL YEAR

Unless otherwise restablished by the Board, the fiscal year of the Association shall begin on January 1 and end on December 31 of each and every calendar year, except that the first fiscal year of the Association shall begin on the date of incorporation of the Association.

ARTICLE IX

AMENDMENTS

Any modification or amendment of this Code of Regulations shall be made only by means of amendment to the Declaration in the manner and subject to the terms, approvals, and conditions set forth in the Declaration. Any amendment shall be effective from the date a properly adopted and executed certificate setting forth the terms of the amendment is filed with the Recorder's Office, Franklin County, Ohio.

IN WITNESS WHEREOF, the undersigned, being the sole incorporator of the Association, has adopted this Code of Regulations on behalf of the Association as of this ____ day of _____, 1981.

Sole Incorporator