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BLENDON PARK CONDOMINIUM

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MICHAEL STINZIANO  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT

m

MICHAEL STINZIANO  
FRANKLIN COUNTY AUDITOR

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BLENDON PARK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BLENDON PARK CONDOMINIUM  
RECORDED AT VOLUME 31681, PAGE H11 ET SEQ. OF THE FRANKLIN  
COUNTY RECORDS.

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**BLENDON PARK CONDOMINIUM**

**RECITALS**

**A.** The Declaration of Condominium Ownership for Blendon Park Condominium (the "Declaration") and the Bylaws of Blendon Park Condominium Association (the "Bylaws") were recorded at Volume 31681, Page H11 et seq., of the Franklin County Records.

**B.** This Amended and Restated Declaration of Condominium Ownership for Blendon Park Condominium (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the expansion amendments filed by the Declarant recorded at Volume 69, Page 8 et seq., Volume 70, Page 43 et seq., Volume 70, Page 97 et seq., Volume 71, Page 87 et seq., Volume 72, Page 77 et seq., Volume 73, Page 42 et seq., Volume 74, Page 16 et seq., Volume 74, Page 63 et seq., Volume 75, Page 44 et seq., Volume 77, Page 19 et seq., Volume 78, Page 8 et seq., the Amendments to the Declaration recorded on September 1, 2005 at Instrument No. 200509010181028, the Amendment to the Declaration recorded on May 14, 2008 at Instrument No. 200805140074513, the Amendment to the Declaration recorded on June 19, 2009 at Instrument No. 200906190089260, the Amendments to the Declaration and Bylaws recorded on February 25, 2010 at Instrument No. 201002250023061, and the Amendments to the Declaration and Bylaws recorded on December 07, 2022 at Instrument No. 202212070165516 of the Franklin County Records (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

**C.** This Amended and Restated Declaration has been prepared at the direction of the Association for the convenience of the Unit Owners as well as for prospective purchasers of Units within Blendon Park Condominium.

**D.** Unit Owners and prospective Unit Owners are reminded that this restatement of the Declaration and Bylaws does *not* materially alter the Declaration, Bylaws, and previously recorded Amendments. The Declaration, Bylaws, and the Amendments are available for review at the Franklin County Recorder's Office. Any inconsistency between the Declaration, Bylaws, and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Declaration, Bylaws, and the Amendments.

The Blendon Park Condominium Association has caused the execution of this instrument this 25<sup>th</sup> day of March, 2024.

**BLENDON PARK CONDOMINIUM ASSOCIATION**

By: Evangeline Hollerich, President  
EVANGELINE HOLLERICH, President

By: Joelyn Rutherford, Secretary  
JOCELYN RUTHERFORD, Secretary

STATE OF OHIO )  
COUNTY OF Franklin ) SS

**BEFORE ME**, a Notary Public, in and for the County, personally appeared the above-named Blendon Park Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 4, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 25<sup>th</sup> day of March, 2024.

Brandy Lewis  
NOTARY PUBLIC

This instrument prepared by:  
**KAMAN & CUSIMANO, LLC**  
Attorneys at Law  
8101 North High Street, Suite 370  
Columbus, Ohio 43235  
(614) 882-3100  
ohiocondolaw.com

Place notary stamp/seal here:



**BRANDY LEWIS**  
Notary Public, State of Ohio  
My Commission Expires  
August 22, 2028  
COMMISSION: 2023-RE-867575

AMENDED AND RESTATED DECLARATION AND BYLAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
BLENDON PARK CONDOMINIUM

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## DECLARATION

This is the Declaration of Blendon Park Condominium made on or as of the 8th day of April 1996, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### Recitals

A. The Qualstan Corporation, an Ohio corporation, "Declarant", was the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desired to create of this property a site of individually owned Units, and commonly owned elements, and to these ends submitted this property to condominium ownership under the Condominium Act.

### Definitions

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

1. "Additional Property" means the land, and Improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Blendon Park Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).

3. "Association" and "Blendon Park Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the Board of Directors or the Association and are also one and the same as the Board of Directors of the Condominium established for the Condominium under the Condominium Act.

5. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.

6. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "Common Elements" of the Condominium under the Condominium Act.

7. "Condominium" and "Blendon Park Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

9. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or Unit."

10. "Condominium organizational documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

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

12. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a director or directors of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association, as defined in the Condominium Act.

15. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

16. "Eligible mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

17. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common Elements" of the Condominium under the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit owner.

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

20. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act.

21. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

### The Plan

NOW, THEREFORE, Declarant hereby made and established the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

## ARTICLE I

### THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Columbus, Franklin County, Ohio, and consisting of 7.709 acres, more or less, is attached hereto and marked "Exhibit A".

## ARTICLE II

### NAME

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

## ARTICLE III

### PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration was made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit owners and Occupants; and to establish a Unit owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not

involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided that Declarant may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) Limited Common Elements Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or lowered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion or a Unit only. No lease may be or less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

Notwithstanding the foregoing, in order for the Condominium to continue to meet the requirements of the secondary mortgage market for loans to finance the purchase of homes by proposed owner-occupants and in order for the Condominium to continue to be primarily an owner-occupied residential community, during such time or times as the rental of an additional Unit or Units would result in fewer than ninety-five percent (95%) of the Units in the Condominium being owner-occupied, and thus potentially disqualifying further Unit purchasers from obtaining first mortgage loans offered to proposed owner-occupants by institutional secondary mortgage market lenders, no leasehold interest or any other form of rental tenancy of any description shall be created by the owner or owners of any Unit except in the following instances:

(i) the continuation of the rental of any Unit or Units which is used as a rental Unit as of the date of the recording of the Restated Twelfth Amendment to the Declaration recorded on June 19, 2009, at Instrument No. 200906190089260;

(ii) the lease or rental of a Unit or Units acquired by the holder, guarantor, or insurer of an institutional first mortgage on a Unit, and their respective heirs, successors, and assigns who acquire such Unit or Units pursuant to the remedies provided in the mortgage, including, without limiting the generality of the foregoing' foreclosure, or by deed in lieu of foreclosure and,

(iii) the lease or rental of a Unit or Units in any instance in which the Board of Directors, in its sole and unfettered discretion, determines that (a) application of these limitations would create an undue hardship in light of all applicable facts and circumstances owing to special circumstances or conditions, (b) the purpose of promoting owner-occupancy eligibility for financing would not be threatened, and (c) relief from the limitations herein would not be contrary to the best interests of the Association.

Prior to the execution of any lease or other rental agreement, the Unit Owner or owners desiring to lease or rent a Unit shall so advise the Board of that intent to lease, in writing, and, if a purported hardship is applicable, provide the Board with such statements and documentation as are necessary to establish the same, and the Board shall make the determination of whether the limitation on leasing and rental described above shall be waived, and so advise the applying Unit Owner or owners, in writing, within thirty (30) days of receipt of such request and supporting documentation. If the leasing or rental limitation is waived, as aforesaid, the Unit Owner or owners may forthwith enter into a lease or rental agreement for such Unit, provided that, prior to the commencement of the lease or rental term the Unit Owner or owners shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease or rental agreement shall be in effect.

The following requirements shall apply to all leases of Units in the Condominium. Accordingly, before any new tenant or other new occupant who is not a Unit Owner, other than a family member of the Unit Owner who resides with the Unit Owner, shall be allowed to occupy any Unit, the owner of the Unit shall provide the Association with a complete copy of the



written and fully signed lease, and a written agreement signed by each tenant and occupant pursuant to which each tenant and occupant acknowledges and certifies that he or she has received and reviewed the restrictions and the rules in the Condominium, pursuant to which he or she agrees to be bound by the restrictions and rules, and pursuant to which each tenant and occupant agrees that the Association shall have the right to enforce the restrictions and rules directly against the tenant or occupant, and that such enforcement rights shall include the right to evict the tenant or occupant.

Notwithstanding the foregoing, the Association may initiate eviction proceedings to evict a tenant for violating any provision of the Declaration, Bylaws, or Rules and Regulations of the Condominium. The eviction shall be brought by the Association, in the name of the owner as agent for the Unit Owner. Prior to initiating an eviction action, the Board shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of the eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special assessment against the offending Unit and Unit Owner and made a lien against that Unit.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (c) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its initial sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (a) above, shall be permitted after Declarant's period of initial sales and rental of Units.

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

(j) **Structural Integrity**. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(k) **Construction in Easements**. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) **Animals**. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) **Conveyances**. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Element will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Element by referring to the Unit

designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(o) Architectural Control. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

## ARTICLE IV

### IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are one hundred ten (110) buildings a part of the Condominium, each containing five dwelling Units, and therefore containing, in all, five-hundred fifty (550) dwelling Units. The buildings are a combination of two story townhouse style buildings and one-story ranch style dwellings, with poured concrete or concrete block foundations, built of wood frame with cedar siding, and asphalt shingle roofs. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, cedar siding, asphalt shingles, and drywall. Each dwelling Unit has a basement. Some dwelling Units have no garage while others have either a one or two car attached garage as shown on the Drawings filed with this Declaration and Drawings filed with subsequent amendments filed and recorded by the Declarant. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

Section 2. Other. The Condominium contains a swimming pool, approximately 50 feet by 30 feet, and a single story community building, containing approximately 4950 square feet. On and a part of the Condominium are private streets, exterior lighting, private asphalt drives and parking areas, and green and landscaped areas.

## ARTICLE V

### UNITS

**Section 1. Unit Designation.** Each of the dwelling Units, each of which is called “a Unit”, is designated by a number, corresponding with Declarant’s number assigned to the building in which it is located, and a capital letter of the alphabet. The Unit designation of each Unit is shown on the Drawings where that Unit is located. An illustration of a Unit designation is “Unit 2A”. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as “Exhibit B”. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached “Exhibit C.”

### **Section 2. Composition of Units.**

(a) **Unit Composition.** Each Unit constitutes a single freehold estate and consists of the space, including the basement and garage, in the building designated by that Units designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest level, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(2) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers,

garbage disposal Units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning Units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

(5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

(6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(7) the portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior; and

(8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(1) any supporting element of the building contained in interior walls;

(2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(3) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. On Exhibit D attached hereto is a listing of the types of Units that are and that may be in the Condominium, together with a description of the components of each type of Unit and the gross interior square footage of each type of Unit. The type of each Unit

that are part of the Condominium is shown on the attached Exhibit C. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to a Common Element, which leads over an easement reserved pursuant to the provisions of the Declaration on the Additional Property to Hamilton Road, a public street.

## ARTICLE VI

### COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Unit those Limited Common Elements consist of a front stoop, a rear patio area, and in some instances a porch. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

Section 3. Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.00) so that each Unit will have an equal undivided interest. Units added shall also have equal par values of one (1.00). The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

## ARTICLE VII

### UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium.

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

**Section 3. Voting Right.** Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of a member to vote with respect to his, her or its Unit for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Bylaws, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

**Section 4. Board of Directors.** The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates.

Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect six Directors to replace all of those Directors earlier elected or designated by the Unit owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of Directors, provided, that in any



such event the terms of not less than one-third of the Directors shall expire annually.

For purposes of computing undivided interests pursuant to the two immediately preceding paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be in the Condominium, five hundred fifty-nine (559).

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

**Section 5. Authority.** The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

**Section 6. Delegation of Authority; Management; Contracts.** The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on not more than ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agents, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of

maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing. In any case, no agreement by the Association executed prior to the transfer to or assumption of the Association by Unit owners other than Declarant shall extend more than one year subsequent to that transfer or assumption of control unless renewed by vote of Unit owners pursuant to the provisions of the Bylaws.

## ARTICLE VIII

### AGENT FOR SERVICE

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's residence or place of business, which is in Franklin County, Ohio, where the Condominium is situated, is:

Julie D. Beshara  
1827 O'Brien Road  
Columbus, Ohio 43228

in the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

## ARTICLE IX

### MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common

Elements, including the Limited Common Elements. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

## ARTICLE X

### UTILITY SERVICE

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. All other utility costs shall be common expenses and paid by the Association.

## ARTICLE XI

### INSURANCE; LOSSES

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locate of the Condominium Property, or, if the policy does not include an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(a) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

(c) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(d) be written in the name of the Association for the use and benefit of the Unit owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners;

(e) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(f) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(g) be paid for by the Association, as a common expense;

(h) contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit owners;

(i) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit owners who are not under the control of the Association; and

(j) be primary, even if a Unit owner has other insurance that covers the same loss.

**Section 2. Liability Insurance.** The Association shall obtain and maintain at the Association's cost and as a common expense, a commercial policy of general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

**Section 3. Fidelity Coverage.** The Board shall obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the policy is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights.

Any management agent who handles funds of the Association shall maintain a policy of fidelity insurance providing coverage no less than that required of the Association, which bond or insurance policy names the Association as an additional obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VII" or better in Best's Insurance Reports-International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative: Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases or liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage

holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit owners and Occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor, provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible



mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction. The Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Elements. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owners share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 10. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium Units.

## ARTICLE XII

### DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such

proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

**Section 3. Rehabilitation and Renewal.** The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible mortgagees hereinafter provided, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

### **ARTICLE XIII**

#### **CONDEMNATION**

**Section 1. Standing.** Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

**Section 2. Use of Proceeds.** The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible mortgagees hereinafter provided.

**Section 3. Insufficient Proceeds.** If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements.

**Section 4. Non-Restorable Unit.** Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

**Section 5. Power of Attorney.** Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as his, her or its attorney-in-fact to represent that Unit owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

## **ARTICLE XIV**

### **GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS**

**Section 1. Easements of Enjoyment; Limitations.** Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit owner shall be deemed to have delegated that Unit owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that owner's Unit.

**Section 2. Easement for Access.** Declarant hereby grants to the Association, and the present and future owners and Occupants of Units in the Condominium, a permanent non-exclusive easement over and upon such roads and streets as may exist, from time to time, on the Additional Property and easements appurtenant thereto, to provide an additional route of ingress and egress from the Condominium Property to and from Hamilton Road.

**Section 3. Right of Entry for Repair, Maintenance and Restoration.** The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant

Limited Common Elements may be exercised without notice; otherwise, the Association shall give the owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

**Section 4. Easements for Encroachments.** Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

**Section 5. Easement for Support.** Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

**Section 6. Easement for Proper Operations.** Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant

the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by owners and Occupants.

Section 7. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, 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 Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 8. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements (a) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for the initial sales and rental period, but for no longer than two years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and Occupants of the area into which the Condominium may be expanded (the Additional Property) for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street or an easement to a public street, and to extend the same onto the Additional Property. The Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right so long as it or its successors control the Condominium Property or the Association,

to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service and maintain the same.

All rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and Occupants of Units.

**Section 9. Power of Attorney.** Each Unit owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

**Section 10. General.** The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

## **ARTICLE XV**

### **ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS**

**Section 1. Types of Assessments.** The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) annual operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment; Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time any Unit owner is to be charged assessments by the Association, and in any event within sixty (60) days after the first closing of the sale of a Unit by Declarant and prior to the beginning of each fiscal year of the Association after the period for which the assessments are first levied, the Board shall estimate, and prorate among all Units and their owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered or charged to Unit owners;

d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Units;

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually for which cash reserves over a period of time in excess of one year ought to be maintained; and



f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Unit shall be due the first day of each month.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed

profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(6) So long as the Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association at or prior to the time Unit owners other than Declarant control the Association. Each Unit's share of the working capital reserve fund shall be collected either at the time the sale of the Unit is closed or when control of the Association is vested in Unit owners other than Declarant, whichever is earlier, without prejudice to Declarant's right to recover its contribution from purchasers of Units from Declarant subsequent to such vesting of control.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible mortgagees hereinafter provided.

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

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

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) if any installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

The Association shall credit all payments received from a Unit owner in the following priority: 1. To interest, 2. To administrative late fees, 3. To collection costs, attorney fees, and paralegal fees, 4. To the principal amounts owed to the Association for common assessments, enforcement assessments, penalty assessments or any other charges owed to the Association.

(b) if any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Annual operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such assessment is made.

(d) At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, and costs, including attorney fees, may be filed with the recorder of the county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the continuing lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and

charges, and shall be signed by the president or other designated representative of the Association as authorized by the Board of Directors.

The lien amount may include all assessments chargeable against the Unit, interest, administrative late fees, enforcement assessments, collection costs, attorney fees, and paralegal fees.

(e) The continuing lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring or join in an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the

owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

(j) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium, and to continue to provide utility and security service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

(l) In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the privileges of the owner and/or right of the Occupants to use the recreational facilities.

**Section 6. Subordination of the Lien to First Mortgages.** The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## ARTICLE XVI

### CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act and institutional mortgagees require that certain information and lawfully binding obligations be set forth in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information and obligations be provided in this Declaration, various items of that information and of those obligations are set forth in the following sections of this article.

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

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act.

Section 4. Limited Warranties. Declarant provides to each purchaser of a Unit from it certain limited warranties which are described in a development statement provided to each purchaser at or prior to the time the purchaser enters into a contract to purchase a Unit.

Section 5. Declarant's Obligations. Declarant will be vested with the rights and be subject to the duties of a Unit owner in its capacity as owner of Units not yet sold, set forth herein, or in any other Condominium instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

Section 6. Unit Owners' Rights and Obligations. Each Unit owner will be vested with the rights and be subject to the duties of a Unit owner set forth herein, or in any other Condominium instrument, or established by law, during the time of that owner's ownership of a fee simple interest in a Unit.

## ARTICLE XVII

### EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit owners other than it, may extend its option to expand the Condominium Property for an additional seven years, if it exercises its right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.



**Section 4. Legal Description.** A legal description, by meets and bounds, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, consisting of 49.733 acres, more or less, is attached hereto and marked "Exhibit E", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

**Section 5. Composition of Portions Added.** Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article and provided, further, that all improvements in the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

**Section 6. Time for Adding Portions.** Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

**Section 7. Improvement Location Limitations.** There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

**Section 8. Maximum Number of Units.** The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is five hundred four (504), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

**Section 9. Non-Residential Uses.** No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

**Section 10. Compatibility of Structures.** All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling Units in a building, variances in setbacks or locations or structures in relation to other improvements, or minor changes in design or finish detail.

**Section 11. Improvements Other than Structures.** If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements except as noted in Section 14 of this Article. Other than as described therein, improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.

**Section 12. Types of Units.** All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types, notwithstanding changes in interior layout, or minor changes in design or finish detail, or in size.

**Section 13. Limited Common Elements.** Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type and size as those areas now so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a plot plan showing the location and dimensions of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property.

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, but for no longer than two years from the time of closing of the first sale of a Unit in that property added to a bona fide purchaser, to maintain and utilize one or more of those Units and appurtenances thereto, for sales and management

offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that owner or owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of each Unit, including those added, having an equal par value of 1.00; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

Notwithstanding the foregoing, for administrative convenience, assessments with respect to Units added to the Condominium shall not commence until the calendar month next following the calendar month in which the amendment adding those Units is recorded with the appropriate County Recorder.

## ARTICLE XVIII

### NOTICES TO AND VOTING RIGHTS OF LENDING INSTRUCTIONS

Section 1. Notices. Any eligible mortgagee, upon written request to the Association (which request states the name and address of such eligible mortgagee and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium organizational documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common

Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit owner's right to sell or transfer that owner's Unit (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an eligible mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an eligible mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium organizational documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium organizational documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material

modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which eligible mortgagees are entitled notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of eligible mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium property, shall be taken without the consent of eligible mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible mortgagees appertain.

## ARTICLE XIX

### AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium organizational documents) shall, in addition to the consents required of eligible mortgagees, if any, as hereinbefore provided, require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;

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

(iv) the fundamental purposes to which any Unit or the Common Elements are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium;

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for so long as Declarant owns any Unit, to amend the Condominium organizational documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible mortgagees is obtained (if required), or (ii) correct typographical or factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and

(d) In any event, there is reserved to the Association, through its Board, from and after such time as Declarant no longer owns any Unit, the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Board), to amend the Condominium organizational documents to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor.

In addition to the foregoing, the Board, without a vote of Unit owners, may amend the Declaration in any manner necessary for any of the following purposes:

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

b. to bring the Declaration into compliance with requirements of the Condominium Act;

c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

d. to designate a successor to the Person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State.

e. to delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status.

f. to permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Unit Owner;

Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

An eligible mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.



Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit owners and eligible mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

## ARTICLE XX

### GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall

have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or Occupant that cannot be settled by agreement between them, no Unit owner or Unit Owners shall institute legal proceedings against the Association without first submitting the dispute to arbitration in accordance with and pursuant to the provisions of the arbitration law of the State of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

**Section 3. Severability.** Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

**Section 4. Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

**Section 5. Captions.** The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 6. Notices to Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first class postage prepaid, to their Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(b) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

## EXHIBIT A

### LEGAL DESCRIPTION CONDOMINIUM PROPERTY

See Legal Description of Original Declaration recorded at Franklin County Records Volume 31681, Page H11 et seq., on April 15, 1996.

See Legal Description of 1<sup>st</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 31874, Page C01 et seq., on May 2, 1996.

See Legal Description of 2<sup>nd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 32744, Page C11 et seq., on August 6, 1996.

See Legal Description of 3<sup>rd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 33355, Page A14 et seq., on October 16, 1996.

See Legal Description of 4<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34069, Page B12 et seq., on January 15, 1997.

See Legal Description of 5<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34689, Page C09 et seq., on April 1, 1997.

See Legal Description of 6<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199706060016871 on June 6, 1997.

See Legal Description of 7<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199708010060503, on August 1, 1997.

See Legal Description of 8<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199709050086837 on September 5, 1997.

See Legal Description of 9<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199711060138018 on November 6, 1997.

See Legal Description of 10<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199804200093954 on April 20, 1998.

See Legal Description of 11<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199806010131590 on June 1, 1998.

## EXHIBIT B

### SKETCH PLOT PLANS, PROPERTY ADDED

See the Sketch Plot Plan of Original Declaration recorded at Franklin County Records Volume 31681, Page H11 et seq., on April 15, 1996.

See the Sketch Plot Plan of the 1<sup>st</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 31874, Page C01 et seq., on May 2, 1996.

See the Sketch Plot Plan of the 2<sup>nd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 32744, Page C11 et seq., on August 6, 1996.

See the Sketch Plot Plan of the 3<sup>rd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 33355, Page A14 et seq., on October 16, 1996.

See the Sketch Plot Plan of the 4<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34069, Page B12 et seq., on January 15, 1997.

See the Sketch Plot Plan of the 5<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34689, Page C09 et seq., on April 1, 1997.

See the Sketch Plot Plan of the 6<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199706060016871 on June 6, 1997.

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See the Sketch Plot Plan of the 8<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199709050086837 on September 5, 1997.

See the Sketch Plot Plan of the 9<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199711060138018 on November 6, 1997.

See the Sketch Plot Plan of the 10<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199804200093954 on April 20, 1998.

See the Sketch Plot Plan of the 11<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199806010131590 on June 1, 1998.

## EXHIBIT C

### UNIT INFORMATION

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
2A	D	2	2	1/550 <sup>th</sup>
2B	S	2	1	1/550 <sup>th</sup>
2C	S	2	1	1/550 <sup>th</sup>
2D	S	2	1	1/550 <sup>th</sup>
2E	R	2	1	1/550 <sup>th</sup>
3A	D	2	1	1/550 <sup>th</sup>
3B	S	2	0	1/550 <sup>th</sup>
3C	S	2	0	1/550 <sup>th</sup>
3D	S	2	0	1/550 <sup>th</sup>
3E	R	2	2	1/550 <sup>th</sup>
4A	D	2	2	1/550 <sup>th</sup>
4B	S	2	1	1/550 <sup>th</sup>
4C	S	2	1	1/550 <sup>th</sup>
4D	S	2	1	1/550 <sup>th</sup>
4E	R	2	1	1/550 <sup>th</sup>
5A	D	2	1	1/550 <sup>th</sup>
5B	S	2	0	1/550 <sup>th</sup>
5C	S	2	0	1/550 <sup>th</sup>
5D	S	2	0	1/550 <sup>th</sup>
5E	R	2	2	1/550 <sup>th</sup>
6A	D	2	2	1/550 <sup>th</sup>
6B	S	2	1	1/550 <sup>th</sup>
6C	S	2	1	1/550 <sup>th</sup>
6D	S	2	1	1/550 <sup>th</sup>
6E	R	2	1	1/550 <sup>th</sup>
7A	D	2	1	1/550 <sup>th</sup>
7B	S	2	0	1/550 <sup>th</sup>
7C	S	2	0	1/550 <sup>th</sup>
7D	S	2	0	1/550 <sup>th</sup>
7E	R	2	2	1/550 <sup>th</sup>
8A	D	2	2	1/550 <sup>th</sup>
8B	S	2	1	1/550 <sup>th</sup>
8C	S	2	1	1/550 <sup>th</sup>
8D	S	2	1	1/550 <sup>th</sup>
8E	R	2	1	1/550 <sup>th</sup>
9A	D	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
9B	S	2	0	1/550 <sup>th</sup>
9C	S	2	0	1/550 <sup>th</sup>
9D	S	2	0	1/550 <sup>th</sup>
9E	R	2	2	1/550 <sup>th</sup>
10A	D	2	2	1/550 <sup>th</sup>
10B	S	2	1	1/550 <sup>th</sup>
10C	S	2	1	1/550 <sup>th</sup>
10D	S	2	1	1/550 <sup>th</sup>
10E	R	2	1	1/550 <sup>th</sup>
11A	D	2	1	1/550 <sup>th</sup>
11B	S	2	0	1/550 <sup>th</sup>
11C	S	2	0	1/550 <sup>th</sup>
11D	S	2	0	1/550 <sup>th</sup>
11E	R	2	2	1/550 <sup>th</sup>
12A	D	2	2	1/550 <sup>th</sup>
12B	S	2	1	1/550 <sup>th</sup>
12C	S	2	1	1/550 <sup>th</sup>
12D	S	2	1	1/550 <sup>th</sup>
12E	R	2	1	1/550 <sup>th</sup>
13A	D	2	1	1/550 <sup>th</sup>
13B	S	2	0	1/550 <sup>th</sup>
13C	S	2	0	1/550 <sup>th</sup>
13D	S	2	0	1/550 <sup>th</sup>
13E	R	2	2	1/550 <sup>th</sup>
14A	D	2	1	1/550 <sup>th</sup>
14B	S	2	1	1/550 <sup>th</sup>
14C	S	2	1	1/550 <sup>th</sup>
14D	S	2	1	1/550 <sup>th</sup>
14E	R	2	1	1/550 <sup>th</sup>
15A	D	2	1	1/550 <sup>th</sup>
15B	S	2	0	1/550 <sup>th</sup>
15C	S	2	0	1/550 <sup>th</sup>
15D	S	2	0	1/550 <sup>th</sup>
15E	R	2	2	1/550 <sup>th</sup>
16A	D	2	1	1/550 <sup>th</sup>
16B	S	2	0	1/550 <sup>th</sup>
16C	S	2	0	1/550 <sup>th</sup>
16D	S	2	0	1/550 <sup>th</sup>
16E	R	2	2	1/550 <sup>th</sup>
17A	D	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
17B	S	2	1	1/550 <sup>th</sup>
17C	S	2	1	1/550 <sup>th</sup>
17D	S	2	1	1/550 <sup>th</sup>
17E	R	2	1	1/550 <sup>th</sup>
18A	D	2	1	1/550 <sup>th</sup>
18B	S	2	1	1/550 <sup>th</sup>
18C	S	2	1	1/550 <sup>th</sup>
18D	S	2	1	1/550 <sup>th</sup>
18E	R	2	1	1/550 <sup>th</sup>
19A	D	2	1	1/550 <sup>th</sup>
19B	S	2	0	1/550 <sup>th</sup>
19C	S	2	0	1/550 <sup>th</sup>
19D	S	2	0	1/550 <sup>th</sup>
19E	R	2	2	1/550 <sup>th</sup>
20A	D	2	1	1/550 <sup>th</sup>
20B	S	2	0	1/550 <sup>th</sup>
20C	S	2	0	1/550 <sup>th</sup>
20D	S	2	0	1/550 <sup>th</sup>
20E	R	2	2	1/550 <sup>th</sup>
21A	D	2	2	1/550 <sup>th</sup>
21B	S	2	1	1/550 <sup>th</sup>
21C	S	2	1	1/550 <sup>th</sup>
21D	S	2	1	1/550 <sup>th</sup>
21E	R	2	1	1/550 <sup>th</sup>
22A	D	2	2	1/550 <sup>th</sup>
22B	S	2	1	1/550 <sup>th</sup>
22C	S	2	1	1/550 <sup>th</sup>
22D	S	2	1	1/550 <sup>th</sup>
22E	R	2	1	1/550 <sup>th</sup>
23A	D	2	2	1/550 <sup>th</sup>
23B	S	2	0	1/550 <sup>th</sup>
23C	S	2	0	1/550 <sup>th</sup>
23D	S	2	0	1/550 <sup>th</sup>
23E	R	2	2	1/550 <sup>th</sup>
24A	D	2	2	1/550 <sup>th</sup>
24B	S	2	0	1/550 <sup>th</sup>
24C	S	2	0	1/550 <sup>th</sup>
24D	S	2	0	1/550 <sup>th</sup>
24E	R	2	2	1/550 <sup>th</sup>
25A	D	2	2	1/550 <sup>th</sup>



Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
25B	S	2	1	1/550 <sup>th</sup>
25C	S	2	1	1/550 <sup>th</sup>
25D	S	2	1	1/550 <sup>th</sup>
25E	R	2	1	1/550 <sup>th</sup>
26A	R	2	1	1/550 <sup>th</sup>
26B	S	2	1	1/550 <sup>th</sup>
26C	D	2	1	1/550 <sup>th</sup>
26D	R	2	1	1/550 <sup>th</sup>
26E	R	2	2	1/550 <sup>th</sup>
27A	R	2	1	1/550 <sup>th</sup>
27B	S	2	1	1/550 <sup>th</sup>
27C	D	2	1	1/550 <sup>th</sup>
27D	R	2	1	1/550 <sup>th</sup>
27E	R	2	2	1/550 <sup>th</sup>
28A	R	2	1	1/550 <sup>th</sup>
28B	S	2	1	1/550 <sup>th</sup>
28C	D	2	1	1/550 <sup>th</sup>
28D	R	2	1	1/550 <sup>th</sup>
28E	R	2	2	1/550 <sup>th</sup>
29A	R	2	1	1/550 <sup>th</sup>
29B	S	2	1	1/550 <sup>th</sup>
29C	D	2	1	1/550 <sup>th</sup>
29D	R	2	1	1/550 <sup>th</sup>
29E	R	2	2	1/550 <sup>th</sup>
30A	R	2	1	1/550 <sup>th</sup>
30B	S	2	1	1/550 <sup>th</sup>
30C	D	2	1	1/550 <sup>th</sup>
30D	R	2	1	1/550 <sup>th</sup>
30E	R	2	2	1/550 <sup>th</sup>
31A	R	2	1	1/550 <sup>th</sup>
31B	S	2	1	1/550 <sup>th</sup>
31C	D	2	1	1/550 <sup>th</sup>
31D	R	2	1	1/550 <sup>th</sup>
31E	R	2	2	1/550 <sup>th</sup>
32A	R	2	1	1/550 <sup>th</sup>
32B	S	2	1	1/550 <sup>th</sup>
32C	D	2	1	1/550 <sup>th</sup>
32D	R	2	1	1/550 <sup>th</sup>
32E	R	2	2	1/550 <sup>th</sup>
33A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
33B	S	2	1	1/550 <sup>th</sup>
33C	D	2	1	1/550 <sup>th</sup>
33D	R	2	1	1/550 <sup>th</sup>
33E	R	2	2	1/550 <sup>th</sup>
34A	R	2	1	1/550 <sup>th</sup>
34B	S	2	1	1/550 <sup>th</sup>
34C	D	2	1	1/550 <sup>th</sup>
34D	R	2	1	1/550 <sup>th</sup>
34E	R	2	2	1/550 <sup>th</sup>
35A	R	2	1	1/550 <sup>th</sup>
35B	S	2	1	1/550 <sup>th</sup>
35C	D	2	1	1/550 <sup>th</sup>
35D	R	2	1	1/550 <sup>th</sup>
35E	R	2	2	1/550 <sup>th</sup>
36A	R	2	1	1/550 <sup>th</sup>
36B	S	2	1	1/550 <sup>th</sup>
36C	D	2	1	1/550 <sup>th</sup>
36D	R	2	1	1/550 <sup>th</sup>
36E	R	2	2	1/550 <sup>th</sup>
36A	R	2	1	1/550 <sup>th</sup>
36B	S	2	1	1/550 <sup>th</sup>
36C	D	2	1	1/550 <sup>th</sup>
36D	R	2	1	1/550 <sup>th</sup>
36E	R	2	2	1/550 <sup>th</sup>
37A	R	2	1	1/550 <sup>th</sup>
37B	S	2	1	1/550 <sup>th</sup>
37C	D	2	1	1/550 <sup>th</sup>
37D	R	2	1	1/550 <sup>th</sup>
37E	R	2	2	1/550 <sup>th</sup>
38A	R	2		1/550 <sup>th</sup>
38B	S	2	1	1/550 <sup>th</sup>
38C	D	2	1	1/550 <sup>th</sup>
38D	R	2	1	1/550 <sup>th</sup>
38E	R	2	2	1/550 <sup>th</sup>
39A	R	2	1	1/550 <sup>th</sup>
39B	S	2	1	1/550 <sup>th</sup>
39C	D	2	1	1/550 <sup>th</sup>
39D	R	2	1	1/550 <sup>th</sup>
39E	R	2	2	1/550 <sup>th</sup>
40A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
40B	S	2	1	1/550 <sup>th</sup>
40C	S	2	0	1/550 <sup>th</sup>
40D	D	2	1	1/550 <sup>th</sup>
40E	R	2	2	1/550 <sup>th</sup>
41A	R	2	1	1/550 <sup>th</sup>
41B	S	2	1	1/550 <sup>th</sup>
41C	S	2	0	1/550 <sup>th</sup>
41D	D	2	1	1/550 <sup>th</sup>
41E	R	2	2	1/550 <sup>th</sup>
42A	R	2	1	1/550 <sup>th</sup>
42B	S	2	1	1/550 <sup>th</sup>
42C	S	2	0	1/550 <sup>th</sup>
42D	D	2	1	1/550 <sup>th</sup>
42E	R	2	2	1/550 <sup>th</sup>
43A	R	2	1	1/550 <sup>th</sup>
43B	S	2	1	1/550 <sup>th</sup>
43C	S	2	0	1/550 <sup>th</sup>
43D	D	2	1	1/550 <sup>th</sup>
43E	R	2	2	1/550 <sup>th</sup>
44A	D	2	2	1/550 <sup>th</sup>
44B	S	2	1	1/550 <sup>th</sup>
44C	S	2	1	1/550 <sup>th</sup>
44D	S	2	0	1/550 <sup>th</sup>
44E	R	2	2	1/550 <sup>th</sup>
45A	D	2	2	1/550 <sup>th</sup>
45B	S	2	1	1/550 <sup>th</sup>
45C	S	2	1	1/550 <sup>th</sup>
45D	S	2	0	1/550 <sup>th</sup>
45E	R	2	2	1/550 <sup>th</sup>
46A	R	2	1	1/550 <sup>th</sup>
46B	S	2	1	1/550 <sup>th</sup>
46C	D	2	1	1/550 <sup>th</sup>
46D	R	2	1	1/550 <sup>th</sup>
46E	R	2	2	1/550 <sup>th</sup>
47A	R	2	1	1/550 <sup>th</sup>
47B	S	2	1	1/550 <sup>th</sup>
47C	D	2	1	1/550 <sup>th</sup>
47D	R	2	1	1/550 <sup>th</sup>
47E	R	2	2	1/550 <sup>th</sup>
48A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
48B	S	2	1	1/550 <sup>th</sup>
48C	S	2	0	1/550 <sup>th</sup>
48D	D	2	1	1/550 <sup>th</sup>
48E	R	2	2	1/550 <sup>th</sup>
49A	R	2	1	1/550 <sup>th</sup>
49B	S	2	1	1/550 <sup>th</sup>
49C	S	2	0	1/550 <sup>th</sup>
49D	D	2	1	1/550 <sup>th</sup>
49E	R	2	2	1/550 <sup>th</sup>
50A	R	2	1	1/550 <sup>th</sup>
50B	S	2	1	1/550 <sup>th</sup>
50C	D	2	1	1/550 <sup>th</sup>
50D	R	2	1	1/550 <sup>th</sup>
50E	R	2	2	1/550 <sup>th</sup>
51A	R	2	1	1/550 <sup>th</sup>
51B	S	2	1	1/550 <sup>th</sup>
51C	D	2	1	1/550 <sup>th</sup>
51D	R	2	1	1/550 <sup>th</sup>
51E	R	2	2	1/550 <sup>th</sup>
52A	R	2	1	1/550 <sup>th</sup>
52B	S	2	1	1/550 <sup>th</sup>
52C	S	2	0	1/550 <sup>th</sup>
52D	D	2	1	1/550 <sup>th</sup>
52E	R	2	2	1/550 <sup>th</sup>
53A	R	2	1	1/550 <sup>th</sup>
53B	S	2	1	1/550 <sup>th</sup>
53C	S	2	0	1/550 <sup>th</sup>
53D	D	2	1	1/550 <sup>th</sup>
53E	R	2	2	1/550 <sup>th</sup>
54A	R	2	1	1/550 <sup>th</sup>
54B	S	2	1	1/550 <sup>th</sup>
54C	S	2	0	1/550 <sup>th</sup>
54D	D	2	1	1/550 <sup>th</sup>
54E	R	2	2	1/550 <sup>th</sup>
55A	R	2	1	1/550 <sup>th</sup>
55B	S	2	1	1/550 <sup>th</sup>
55C	S	2	0	1/550 <sup>th</sup>
55D	D	2	1	1/550 <sup>th</sup>
55E	R	2	2	1/550 <sup>th</sup>
56A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
56B	S	2	1	1/550 <sup>th</sup>
56C	S	2	0	1/550 <sup>th</sup>
56D	D	2	1	1/550 <sup>th</sup>
56E	R	2	2	1/550 <sup>th</sup>
57A	R	2	1	1/550 <sup>th</sup>
57B	S	2	1	1/550 <sup>th</sup>
57C	S	2	0	1/550 <sup>th</sup>
57D	D	2	1	1/550 <sup>th</sup>
57E	R	2	2	1/550 <sup>th</sup>
58A	R	2	1	1/550 <sup>th</sup>
58B	S	2	1	1/550 <sup>th</sup>
58C	S	2	0	1/550 <sup>th</sup>
58D	D	2	1	1/550 <sup>th</sup>
58E	R	2	2	1/550 <sup>th</sup>
59A	R	2	1	1/550 <sup>th</sup>
59B	S	2	1	1/550 <sup>th</sup>
59C	S	2	0	1/550 <sup>th</sup>
59D	D	2	1	1/550 <sup>th</sup>
59E	R	2	2	1/550 <sup>th</sup>
60A	R	2	1	1/550 <sup>th</sup>
60B	S	2	1	1/550 <sup>th</sup>
60C	S	2	0	1/550 <sup>th</sup>
60D	D	2	1	1/550 <sup>th</sup>
60E	R	2	2	1/550 <sup>th</sup>
61A	R	2	1	1/550 <sup>th</sup>
61B	S	2	1	1/550 <sup>th</sup>
61C	S	2	0	1/550 <sup>th</sup>
61D	D	2	1	1/550 <sup>th</sup>
61E	R	2	2	1/550 <sup>th</sup>
62A	R	2	1	1/550 <sup>th</sup>
62B	S	2	1	1/550 <sup>th</sup>
62C	S	2	0	1/550 <sup>th</sup>
62D	D	2	1	1/550 <sup>th</sup>
62E	R	2	2	1/550 <sup>th</sup>
63A	R	2	1	1/550 <sup>th</sup>
63B	S	2	1	1/550 <sup>th</sup>
63C	S	2	0	1/550 <sup>th</sup>
63D	D	2	1	1/550 <sup>th</sup>
63E	R	2	2	1/550 <sup>th</sup>
64A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
64B	S	2	1	1/550 <sup>th</sup>
64C	S	2	0	1/550 <sup>th</sup>
64D	D	2	1	1/550 <sup>th</sup>
64E	R	2	2	1/550 <sup>th</sup>
65A	R	2	1	1/550 <sup>th</sup>
65B	S	2	1	1/550 <sup>th</sup>
65C	S	2	0	1/550 <sup>th</sup>
65D	D	2	1	1/550 <sup>th</sup>
65E	R	2	2	1/550 <sup>th</sup>
66A	R	2	1	1/550 <sup>th</sup>
66B	S	2	1	1/550 <sup>th</sup>
66C	S	2	0	1/550 <sup>th</sup>
66D	D	2	1	1/550 <sup>th</sup>
66E	R	2	2	1/550 <sup>th</sup>
67A	R	2	1	1/550 <sup>th</sup>
67B	S	2	1	1/550 <sup>th</sup>
67C	S	2	0	1/550 <sup>th</sup>
67D	D	2	1	1/550 <sup>th</sup>
67E	R	2	2	1/550 <sup>th</sup>
68A	R	2	1	1/550 <sup>th</sup>
68B	S	2	1	1/550 <sup>th</sup>
68C	S	2	0	1/550 <sup>th</sup>
68D	D	2	1	1/550 <sup>th</sup>
68E	R	2	2	1/550 <sup>th</sup>
69A	R	2	1	1/550 <sup>th</sup>
69B	S	2	1	1/550 <sup>th</sup>
69C	S	2	0	1/550 <sup>th</sup>
69D	D	2	1	1/550 <sup>th</sup>
69E	R	2	2	1/550 <sup>th</sup>
70A	R	2	1	1/550 <sup>th</sup>
70B	S	2	1	1/550 <sup>th</sup>
70C	S	2	0	1/550 <sup>th</sup>
70D	D	2	1	1/550 <sup>th</sup>
70E	R	2	2	1/550 <sup>th</sup>
71A	R	2	1	1/550 <sup>th</sup>
71B	S	2	1	1/550 <sup>th</sup>
71C	S	2	0	1/550 <sup>th</sup>
71D	D	2	1	1/550 <sup>th</sup>
71E	R	2	2	1/550 <sup>th</sup>
72A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
72B	S	2	1	1/550 <sup>th</sup>
72C	S	2	0	1/550 <sup>th</sup>
72D	D	2	1	1/550 <sup>th</sup>
72E	R	2	2	1/550 <sup>th</sup>
73A	R	2	1	1/550 <sup>th</sup>
73B	S	2	1	1/550 <sup>th</sup>
73C	S	2	0	1/550 <sup>th</sup>
73D	D	2	1	1/550 <sup>th</sup>
73E	R	2	2	1/550 <sup>th</sup>
74A	R	2	1	1/550 <sup>th</sup>
74B	S	2	1	1/550 <sup>th</sup>
74C	S	2	0	1/550 <sup>th</sup>
74D	D	2	1	1/550 <sup>th</sup>
74E	R	2	2	1/550 <sup>th</sup>
75A	R	2	1	1/550 <sup>th</sup>
75B	S	2	1	1/550 <sup>th</sup>
75C	S	2	0	1/550 <sup>th</sup>
75D	D	2	1	1/550 <sup>th</sup>
75E	R	2	2	1/550 <sup>th</sup>
76A	R	2	1	1/550 <sup>th</sup>
76B	S	2	1	1/550 <sup>th</sup>
76C	S	2	0	1/550 <sup>th</sup>
76D	D	2	1	1/550 <sup>th</sup>
76E	R	2	2	1/550 <sup>th</sup>
77A	R	2	1	1/550 <sup>th</sup>
77B	S	2	1	1/550 <sup>th</sup>
77C	S	2	0	1/550 <sup>th</sup>
77D	D	2	1	1/550 <sup>th</sup>
77E	R	2	2	1/550 <sup>th</sup>
78A	R	2	1	1/550 <sup>th</sup>
78B	S	2	1	1/550 <sup>th</sup>
78C	S	2	0	1/550 <sup>th</sup>
78D	D	2	1	1/550 <sup>th</sup>
78E	R	2	2	1/550 <sup>th</sup>
79A	R	2	1	1/550 <sup>th</sup>
79B	S	2	1	1/550 <sup>th</sup>
79C	S	2	0	1/550 <sup>th</sup>
79D	D	2	1	1/550 <sup>th</sup>
79E	R	2	2	1/550 <sup>th</sup>
80A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
80B	S	2	1	1/550 <sup>th</sup>
80C	S	2	0	1/550 <sup>th</sup>
80D	D	2	1	1/550 <sup>th</sup>
80E	R	2	2	1/550 <sup>th</sup>
81A	R	2	1	1/550 <sup>th</sup>
81B	S	2	1	1/550 <sup>th</sup>
81C	S	2	0	1/550 <sup>th</sup>
81D	D	2	1	1/550 <sup>th</sup>
81E	R	2	2	1/550 <sup>th</sup>
82A	R	2	1	1/550 <sup>th</sup>
82B	S	2	1	1/550 <sup>th</sup>
82C	S	2	0	1/550 <sup>th</sup>
82D	D	2	1	1/550 <sup>th</sup>
82E	R	2	2	1/550 <sup>th</sup>
83A	R	2	1	1/550 <sup>th</sup>
83B	S	2	1	1/550 <sup>th</sup>
83C	S	2	0	1/550 <sup>th</sup>
83D	D	2	1	1/550 <sup>th</sup>
83E	R	2	2	1/550 <sup>th</sup>
84A	R	2	1	1/550 <sup>th</sup>
84B	S	2	1	1/550 <sup>th</sup>
84C	S	2	0	1/550 <sup>th</sup>
84D	D	2	1	1/550 <sup>th</sup>
84E	R	2	2	1/550 <sup>th</sup>
85A	R	2	1	1/550 <sup>th</sup>
85B	S	2	1	1/550 <sup>th</sup>
85C	S	2	0	1/550 <sup>th</sup>
85D	D	2	1	1/550 <sup>th</sup>
85E	R	2	2	1/550 <sup>th</sup>
86A	R	2	1	1/550 <sup>th</sup>
86B	S	2	1	1/550 <sup>th</sup>
86C	S	2	0	1/550 <sup>th</sup>
86D	D	2	1	1/550 <sup>th</sup>
86E	R	2	2	1/550 <sup>th</sup>
87A	R	2	1	1/550 <sup>th</sup>
87B	S	2	1	1/550 <sup>th</sup>
87C	S	2	0	1/550 <sup>th</sup>
87D	D	2	1	1/550 <sup>th</sup>
87E	R	2	2	1/550 <sup>th</sup>
88A	R	2	1	1/550 <sup>th</sup>



Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
88B	S	2	1	1/550 <sup>th</sup>
88C	S	2	0	1/550 <sup>th</sup>
88D	D	2	1	1/550 <sup>th</sup>
88E	R	2	2	1/550 <sup>th</sup>
89A	R	2	1	1/550 <sup>th</sup>
89B	S	2	1	1/550 <sup>th</sup>
89C	S	2	0	1/550 <sup>th</sup>
89D	D	2	1	1/550 <sup>th</sup>
89E	R	2	2	1/550 <sup>th</sup>
90A	R	2	1	1/550 <sup>th</sup>
90B	S	2	1	1/550 <sup>th</sup>
90C	S	2	0	1/550 <sup>th</sup>
90D	D	2	1	1/550 <sup>th</sup>
90E	R	2	2	1/550 <sup>th</sup>
91A	R	2	1	1/550 <sup>th</sup>
91B	S	2	1	1/550 <sup>th</sup>
91C	S	2	0	1/550 <sup>th</sup>
91D	D	2	1	1/550 <sup>th</sup>
91E	R	2	2	1/550 <sup>th</sup>
92A	R	2	1	1/550 <sup>th</sup>
92B	S	2	1	1/550 <sup>th</sup>
92C	S	2	0	1/550 <sup>th</sup>
92D	D	2	1	1/550 <sup>th</sup>
92E	R	2	2	1/550 <sup>th</sup>
93A	R	2	1	1/550 <sup>th</sup>
93B	S	2	1	1/550 <sup>th</sup>
93C	S	2	0	1/550 <sup>th</sup>
93D	D	2	1	1/550 <sup>th</sup>
93E	R	2	2	1/550 <sup>th</sup>
94A	R	2	1	1/550 <sup>th</sup>
94B	S	2	1	1/550 <sup>th</sup>
94C	S	2	0	1/550 <sup>th</sup>
94D	D	2	1	1/550 <sup>th</sup>
94E	R	2	2	1/550 <sup>th</sup>
95A	R	2	1	1/550 <sup>th</sup>
95B	S	2	1	1/550 <sup>th</sup>
95C	S	2	0	1/550 <sup>th</sup>
95D	D	2	1	1/550 <sup>th</sup>
95E	R	2	2	1/550 <sup>th</sup>
96A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
96B	S	2	1	1/550 <sup>th</sup>
96C	S	2	0	1/550 <sup>th</sup>
96D	D	2	1	1/550 <sup>th</sup>
96E	R	2	2	1/550 <sup>th</sup>
97A	R	2	1	1/550 <sup>th</sup>
97B	S	2	1	1/550 <sup>th</sup>
97C	S	2	0	1/550 <sup>th</sup>
97D	D	2	1	1/550 <sup>th</sup>
97E	R	2	2	1/550 <sup>th</sup>
98A	R	2	1	1/550 <sup>th</sup>
98B	S	2	1	1/550 <sup>th</sup>
98C	S	2	0	1/550 <sup>th</sup>
98D	D	2	1	1/550 <sup>th</sup>
98E	R	2	2	1/550 <sup>th</sup>
99A	R	2	1	1/550 <sup>th</sup>
99B	S	2	1	1/550 <sup>th</sup>
99C	S	2	0	1/550 <sup>th</sup>
99D	D	2	1	1/550 <sup>th</sup>
99E	R	2	2	1/550 <sup>th</sup>
100A	R	2	1	1/550 <sup>th</sup>
100B	S	2	1	1/550 <sup>th</sup>
100C	S	2	0	1/550 <sup>th</sup>
100D	D	2	1	1/550 <sup>th</sup>
100E	R	2	2	1/550 <sup>th</sup>
101A	R	2	1	1/550 <sup>th</sup>
101B	S	2	1	1/550 <sup>th</sup>
101C	S	2	0	1/550 <sup>th</sup>
101D	D	2	1	1/550 <sup>th</sup>
101E	R	2	2	1/550 <sup>th</sup>
102A	R	2	1	1/550 <sup>th</sup>
102B	S	2	1	1/550 <sup>th</sup>
102C	S	2	0	1/550 <sup>th</sup>
102D	D	2	1	1/550 <sup>th</sup>
102E	R	2	2	1/550 <sup>th</sup>
103A	R	2	1	1/550 <sup>th</sup>
103B	S	2	1	1/550 <sup>th</sup>
103C	S	2	0	1/550 <sup>th</sup>
103D	D	2	1	1/550 <sup>th</sup>
103E	R	2	2	1/550 <sup>th</sup>
104A	R	2	1	1/550 <sup>th</sup>

Unit Description	Unit Type	Bedrooms	Garage Spaces	Undivided Interest
104B	S	2	1	1/550 <sup>th</sup>
104C	S	2	0	1/550 <sup>th</sup>
104D	D	2	1	1/550 <sup>th</sup>
104E	R	2	2	1/550 <sup>th</sup>
105A	R	2	1	1/550 <sup>th</sup>
105B	S	2	1	1/550 <sup>th</sup>
105C	S	2	0	1/550 <sup>th</sup>
105D	D	2	1	1/550 <sup>th</sup>
105E	R	2	2	1/550 <sup>th</sup>
106A	R	2	1	1/550 <sup>th</sup>
106B	S	2	1	1/550 <sup>th</sup>
106C	S	2	0	1/550 <sup>th</sup>
106D	D	2	1	1/550 <sup>th</sup>
106E	R	2	2	1/550 <sup>th</sup>
107A	R	2	1	1/550 <sup>th</sup>
107B	S	2	1	1/550 <sup>th</sup>
107C	S	2	0	1/550 <sup>th</sup>
107D	D	2	1	1/550 <sup>th</sup>
107E	R	2	2	1/550 <sup>th</sup>
108A	R	2	1	1/550 <sup>th</sup>
108B	S	2	1	1/550 <sup>th</sup>
108C	S	2	0	1/550 <sup>th</sup>
108D	D	2	1	1/550 <sup>th</sup>
108E	R	2	2	1/550 <sup>th</sup>
109A	R	2	1	1/550 <sup>th</sup>
109B	S	2	1	1/550 <sup>th</sup>
109C	S	2	0	1/550 <sup>th</sup>
109D	D	2	1	1/550 <sup>th</sup>
109E	R	2	2	1/550 <sup>th</sup>
110A	R	2	1	1/550 <sup>th</sup>
110B	S	2	1	1/550 <sup>th</sup>
110C	S	2	0	1/550 <sup>th</sup>
110D	D	2	1	1/550 <sup>th</sup>
110E	R	2	2	1/550 <sup>th</sup>
1A	R	2	1	1/550 <sup>th</sup>
1B	S	2	1	1/550 <sup>th</sup>
1C	S	2	0	1/550 <sup>th</sup>
1D	D	2	1	1/550 <sup>th</sup>
1E	R	2	2	1/550 <sup>th</sup>

## EXHIBIT D

### UNIT TYPE INFORMATION

<u>Type</u>	<u>Description</u>
S -	A two bedroom standard townhouse Unit containing a full bath and two bedrooms on the second floor, a living room with dining area, and a kitchen on the first floor, and a one room basement with a utility area and stubs for a half-bath in the basement. Contains approximately 1,239 gross interior square feet <sup>(1)</sup> , and six rooms, in total. <sup>(2)</sup>
D -	A two bedroom deluxe townhouse Unit, containing two full baths and two bedrooms on the second floor, a living room with dining area, a kitchen, and a half bath on the first floor, and a one room basement with a utility area and stubs for a half-bath in the basement. Contains approximately 1,404 gross interior square feet and eight rooms, in total.
R -	A two bedroom ranch style unit, containing two full baths, two bedrooms, a living room with dining area, a kitchen and a utility room on the first floor, and a full basement with a finished recreation room and stubs for a half-bath. Contains approximately 1,873 gross interior square feet, and eight rooms, in total.

Each Unit has an air conditioning system. Some Units have one or more of a fireplace, a refrigerator, gas range and a dishwasher. A third bedroom and either a one or two car garage are optional extras. In addition, each Unit has the exclusive use of a rear patio area and a porch or stoop.

#### NOTES:

- (1) "Approximate Interior gross square feet" means the gross square feet of the Unit at all levels, and is measured from the inside of the Unit's exterior perimeter wall, inward, including space encompassed within interior walls. Each of a one car front garage and a one car garage contains approximately 250 gross interior square feet, and a two car and garage contains approximately 431 gross interior square feet.
- (2) "Rooms, in total, includes each bath or half bath, and the basement, as one room each, and does not count closets, hallways, garages or foyers as rooms.

## EXHIBIT E

### LEGAL DESCRIPTION, ADDITIONAL PROPERTY

See Legal Description for additional property of the Original Declaration recorded at Franklin County Records Volume 31681, Page H11 et seq., on April 15, 1996.

See Legal Description for additional property of the 1<sup>st</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 31874, Page C01 et seq., on May 2, 1996.

See Legal Description for additional property of the 2<sup>nd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 32744, Page C11 et seq., on August 6, 1996.

See Legal Description for additional property of the 3<sup>rd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 33355, Page A14 et seq., on October 16, 1996.

See Legal Description for additional property of the 4<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34069, Page B12 et seq., on January 15, 1997.

See Legal Description for additional property of the 5<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34689, Page C09 et seq., on April 1, 1997.

See Legal Description for additional property of the 6<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199706060016871 on June 6, 1997.

See Legal Description for additional property of the 7<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199708010060503, on August 1, 1997.

See Legal Description for additional property of the 8<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199709050086837 on September 5, 1997.

See Legal Description for additional property of the 9<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199711060138018 on November 6, 1997.

See Legal Description for additional property of the 10<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199804200093954 on April 20, 1998.

See Legal Description for additional property of the 11<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199806010131590 on June 1, 1998.

## EXHIBIT F

### SKETCH PLOT PLAN, ENTIRE TRACT

See the Sketch Plot Plan of Original Declaration recorded at Franklin County Records Volume 31681, Page H11 et seq., on April 15, 1996.

See the Sketch Plot Plan of the 1<sup>st</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 31874, Page C01 et seq., on May 2, 1996.

See the Sketch Plot Plan of the 2<sup>nd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 32744, Page C11 et seq., on August 6, 1996.

See the Sketch Plot Plan of the 3<sup>rd</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 33355, Page A14 et seq., on October 16, 1996.

See the Sketch Plot Plan of the 4<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Volume 34069, Page B12 et seq., on January 15, 1997.

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See the Sketch Plot Plan of the 8<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199709050086837 on September 5, 1997.

See the Sketch Plot Plan of the 9<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199711060138018 on November 6, 1997.

See the Sketch Plot Plan of the 10<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199804200093954 on April 20, 1998.

See the Sketch Plot Plan of the 11<sup>th</sup> Amendment to the Original Declaration recorded at Franklin County Records Instrument No. 199806010131590 on June 1, 1998.

**BYLAWS**  
**(Code of Regulations)**  
**OF**  
**BLENDON PARK CONDOMINIUM ASSOCIATION**

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AMENDED AND RESTATED BYLAWS  
(Code of Regulations)  
OF  
BLENDON PARK CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Blendon Park Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Blendon Park Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit owners (members) and of the Directors (Board of Directors) of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that,

in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

**Section 3. Special Meetings.** Special meetings of the Unit owners may be called at any time by the president or by the Board, or upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

**Section 4. Notice of Meetings.** Written notice of each meeting of Unit owners shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote at such meeting, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 5. Quorum; Adjournment.** The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

**Section 6. Proxies.** At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

**Section 7. Voting Power.** Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all

meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

**Section 8. Action In Writing Without Meeting.** Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than seventy five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

**Section 1. Initial Directors.** The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

**Section 2. Successor Directors.** The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration. Each successor Director shall be an individual who is a Unit owner or co-owner of a Unit, the spouse of a Unit Owner or co-owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit owner, and the majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

**Section 3. Removal.** Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit owners as provided in the Declaration.

**Section 4. Nomination.** Nominations for the election of Directors to be elected by the Unit owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

**Section 5. Election.** Unless there are no more nominees than vacancies, election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

**Section 6. Compensation.** Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

**Section 7. Regular Meetings.** Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

**Section 8. Special Meetings.** Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

**Section 9. Quorum.** The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond shall constitute a quorum for such meeting.

**Section 10. Voting Power.** Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Directors voting on any matter

that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 9, above, shall be sufficient to determine that matter.

**Section 11. Action in Writing Without Meeting.** Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Those written consents will be filed with the Board meeting minutes.

**Section 12. Powers.** The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit owners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules

and regulations or of any provisions of the Condominium organizational documents);

- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;
- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.
- (m) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:
  - (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

- (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit owners, impacts zoning, or otherwise relates to matters affecting the Condominium Property;
- (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;

**Section 13. Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) cause an annual budget to be prepared;
- (d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;
- (e) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (f) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;



- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced;
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents; and
- (j) prior to imposing a charge for damages or an enforcement assessment as permitted by the Act, as amended, the Board of Directors shall give the Unit Owner or Owners written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:
  - (i) a statement of the facts giving rise to the proposed charge or enforcement assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;
  - (ii) the amount of the proposed charge or enforcement assessment;
  - (iii) a statement that the Unit owner has a right to a hearing before the Board to contest the proposed charge or enforcement assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit owner receives written notice of the proposed charge or enforcement assessment; and
  - (iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit owner must cure the alleged violation to avoid the proposed charge or enforcement assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit owner to whom a charge or enforcement assessment is proposed to be charged, an Occupant of that owner's Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the charge or enforcement assessment proposed, the Board shall deliver to the Unit owner written notice thereof within thirty (30) days of the date of that hearing.

## ARTICLE V

### OFFICERS

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer other than the President need be a member of the Association, nor need any officer be a Director. The same person may hold more than one office.

**Section 2. Selection and Term.** Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

**Section 3. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**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 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 Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) **Secretary**. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) **Treasurer**. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

## **ARTICLE VI**

### **COMMITTEES**

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

## **ARTICLE VII**

### **BOOKS AND RECORDS; NOTIFICATION**

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations

at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within 30 days after a Unit owner obtains a Unit, the owner shall provide the Board with the following information: 1. The home address, home and business mailing addresses, and home and business telephone numbers of the Unit owner and all occupants of the Unit; 2. The name, business address, and business telephone number of any Person who manages the owner's Unit as an agent of that owner. In addition, within 30 days after a change in any of the above information, a Unit owner shall notify the Association, through the Board, in writing of the change. When the Board requests, a Unit owner shall verify or update the information.

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

- (a) Information that pertains to Condominium Property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules and regulations against a Unit Owner;

- (e) Information the disclosure of which is prohibited by state or federal law;
- (f) Records that date back more than five years prior to the date of the request.

## ARTICLE VIII

### AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit owners exercising a majority of the voting power of Unit owners;
2. to each holder, insurer, or guarantor of a first mortgage upon a Unit who requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and
3. during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, at the expense of the Association.

## ARTICLE IX

### FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

## ARTICLE X

### AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.