CONDOMINIUM FILES

VOL 3652 PAGE 754

DECLARATION AND BY-LAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

ARLINGTOWNE CONDOMINIUM

536520442

May 17, 1978

This is to certify that copies of the Declaration, By-Laws and Drawings for Arlingtowne Condominium have been filed this date with the Auditor of Franklin County, Ohio.

Arch J. Warren
Auditor of Franklin County, Ohio
LCR

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DECLARATION OF CONDOMINIUM

ARLINGTOWNE CONDOMINIUM

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This is the Declaration of Arlingtowne Condominium (the "Declaration") made on or as of the 9th day of May, 1978, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("Chapter 5311").

Recitals

A. First Arlingtowne Company, a partnership, ("Declarant"), is the owner in fee simple of all of the real property hereinafter described and the residential dwellings, private streets, green areas, and all other improvements thereon.

B. Declarant desires to create of this property a residential community of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of Chapter 5311.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the provisions of Chapter 5311:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the condominium property, consisting of 5.210 acres, more or less, situated in the City of Upper Arlington, Franklin County, Ohio, is attached hereto and marked "Exhibit A". This land is also portrayed with metes and bounds designations, and in relation to surrounding properties, on the attached drawing marked "Exhibit B".

ARTICLE II

NAME

The name by which the condominium property shall be known is "Arlingtowne Condominium", ("the Condominium").

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium, ("Units"), to which fee simple interests may be conveyed, for

use for single family residential living; to establish a unit owners' association ("the Association") to administer the Condominium, to provide for the preservation of the values of Units and the "Common Areas", (as hereinafter defined), to provide for and promote the benefit, enjoyment and well-being of Unit owners, their families, and other occupants of Units, 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 shall be subject to the following restrictions:

(a) Use. The Condominium shall be used for residential purposes and common recreational purposes auxiliary thereto and for no other purpose except as herein specifically provided otherwise and except that it shall be expressly permissible for Declarant to maintain during the period of its improvement and sale of Units no more than three (3) Units as sales models, a sales sign on the Common Areas at each entrance into the Condominium, no more than three (3) directional signs on the Common Areas, along the private drives, directing potential customers to the models, one sales sign on the Common Areas immediately in front of each model, sales offices within the models, construction material and equipment storage areas in the model Unit carports, and a storage shed for construction materials and equipment immediately behind the community building.

(b) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days, (ii) 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 like services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of 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 of the By-Laws, and shall provide that the failure by the lessee to comply with the terms of such documents shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Board of Trustees of the Association prior to the date of the commencement of the tenancy under that lease.

(c) Exterior Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit or any part thereof, visible to the public, and no sign, 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 the exterior walls or roof or any part thereof, or in any outside portion of a Unit, unless authorized by the Board of Trustees or except as provided in Section 2(a) hereof.

(d) Common Areas Use.

(i) No part of the Common Areas shall be used by anyone other than the Association for the storage or maintenance of any signs, goods, machinery, material or other item or device, nor shall clothes, sheets, blankets, laundry or other articles of any kind be hung out or exposed on any part of the Common Areas visible from the outside, nor on any other portion of the Common Areas, nor shall there be playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common

Areas, except in accordance with rules and regulations therefor adopted from time to time by the Board of Trustees.

(ii) The Association's Board of Trustees may, from time to time, adopt reasonable rules and regulations for use of the Common Areas, which rules and regulations shall be enforceable as fully and to the same extent as all other restrictions herein.

(e) Nuisances. No noxious or offensive activity shall be carried on upon any Unit, or the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health or unreasonably disturb any Unit owner or any occupant of a Unit.

(f) Vehicles. The parking of boats, trailers, trucks, recreational motor vehicles, motor homes, inoperative or unlicensed motor vehicles, or any similar items, on the Common Areas (exclusive of that part thereof constituting the Limited Common Area) shall, per se, constitute a nuisance, and the Board of Trustees shall have explicit authority to remove and store any such vehicle, at the cost of the owner thereof, at any time twenty-four (24) hours or more after a notice has been placed thereon demanding its removal. The parking of any such vehicle in the carport area of a Unit or in a Unit's Limited Common Area parking space shall be permitted unless the Board of Trustees determines that the parking and storing of any such vehicle is constituting a nuisance. The performance of mechanical work on a vehicle on a Limited Common Area or on any portion of a Unit visible to the public shall, per se, constitute a nuisance.

(g) Signs. No sign of any kind shall be displayed to the public view in the Condominium, except (i) subject to such rules and regulations as the Board of Trustees may from time to time establish, and (ii) the signs used by Declarant to advertise Units for sale during the sales period, as provided in Section 2(a) hereof.

(h) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable 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. There shall not be constructed or maintained on any portion of the Common Areas not presently devoted to residential buildings anything other than facilities for the common use of all Units.

(i) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which will impair or change the structural integrity of any improvement.

(j) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities reserved pursuant to the provisions hereof, no structure, planting, or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain 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.

(k) 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 Areas. Notwithstanding the foregoing, household domestic pets, not in excess of a total of two, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that (i) no such animal shall be permitted in any portion of the Common Areas except on a leash maintained by a responsible person, (ii) the permitting of attended leashed animals on the Common Areas shall be subject to such rules and regulations as the Board of Trustees may from time to time establish, and (iii) the right of a member to maintain an animal in a Unit shall be subject to termination if the Board of Trustees, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance.

(l) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer, or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation.

(m) Discrimination. No action shall at any time be taken by the Association or its Board of Trustees which in any manner would discriminate against any Unit owner in favor of another.

(n) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium, 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 as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Trustees, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board of Trustees, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(o) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board of Trustees specifying the dispute. The Board of Trustees shall set a time, date and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board of Trustees shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

BUILDING DESCRIPTIONS

Section 1. Residential Buildings. There are ten buildings in the Condominium designed for residential dwelling use. Each of these buildings is a "townhouse" style structure, two stories high, with a peaked roof, containing individual dwelling units attached by interior common walls. Each dwelling unit consists of a ground floor on a concrete slab and a second floor immediately above it. There are no basements. Two of these buildings contain four attached dwelling units each, five buildings contain six attached dwelling units each, and three buildings contain eight attached dwelling units each. In all, there is a total of sixty-two (62) dwelling units. The building exteriors are primarily brick, with wood trim and partial stucco facings. The roofs are asbestos shingled. The principal materials of which these buildings are constructed are brick, wood, stucco, concrete, concrete block and drywall. These buildings are located as shown on Exhibit B and the Drawings.

Section 2. Community Building. There is an additional building situated near the southwest corner of the Condominium, located as shown on Exhibit B and the Drawings. This building contains a meeting room, a maintenance and pool storage and work area, an office area, and two restrooms, and contains no dwelling units. This building is a single story building with a peaked roof, built on a concrete slab, and the principal materials of which it is constructed are the same as the buildings designed for residential dwelling use.

Section 3. Other. In addition to various decorative wood and brick fences built throughout the Condominium and a network of private streets, there is a ground level swimming pool situated near the community building described in Section 2, fenced patios, outside enclosed storage sheds, and two-car carport structures, consisting of shingled roofs supported by metal posts, with wooden fences dividing each of these spaces into two separate parking spaces.

ARTICLE V

UNITS

Section 1. Unit Designations. The designation of each Unit, consisting of a number from one (1) to sixty-two (62), inclusive, is set forth on Exhibit B and on the Drawings. An illustration of a Unit designation is "Unit 12".

Section 2. Composition of Units.

(a) Parts of Units. Each Unit consists of the following parts:

(i) The Dwelling Space. The dwelling space part of each Unit is that part of a Unit that is within a residential building, and, except as hereinafter specifically otherwise provided, consists, in the case of each Unit, of all of the space within a residential building designated on the Drawings as being that Unit, that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the concrete slab on the ground level, and the unfinished interior surface of the roof, projected, if necessary by reason of structural divisions such as interior walls and partitions, and roof rafters,

to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, this dwelling space of a Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors themselves;

(2) all windows, screens and doors, including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(3) all fixtures located within the bounds of a Unit installed in and 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, dishwasher, garbage disposal unit, refrigerator, and electric stove and hood;

(4) 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, together with the space occupied thereby;

(5) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits; and

(6) all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(1) any part of the structure contained in all interior walls, and the structural and component parts of perimeter walls;

(2) all vent covers, grills, plate covers, and other coverings of space which are not a part of a Unit as heretofore defined; and,

(3) 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.

(ii) The Patio Space. The patio space part of a Unit is an exterior area lying immediately to the rear of the dwelling space of a Unit, and is bounded on the building side by the rear of the building and on the other three sides by wooden fences; the fence farthest from and opposite the building side having an opening for pedestrian egress and ingress and being also, in part, one side of

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a storage shed. This space, that is part of a Unit, includes all of the space bounded by the undecorated surfaces of these perimeter walls, the ground surface, and an imaginary plane covering this space at a level as high as the side walls, and includes all improvements therein.

(iii) The Storage Space. Immediately behind each patio is an enclosed wooden storage shed one wall of which is a wall of the patio, and the outside wall of which bounds a carport. The space within each enclosed storage shed, bounded by the ground surface, the undecorated ceiling, and the undecorated interior surface of the storage shed, is part of a Unit, as are all improvements therein.

(iv) The Carport Space. Behind each storage shed is one-half of the space lying beneath a carport roof. This space is part of a Unit. Likewise, the portion of the concrete slab lying under that space is part of a Unit. The carport roof itself, the supporting posts, the walls separating the carport into two spaces, and the rear wall of the carport space, are Common Areas.

(b) Unit Sizes, Locations and Composition. The location of each part of each Unit is shown on the Drawings. The designation of each Unit, the approximate area of each Unit, and the number of rooms in each Unit, are set forth on the attachment hereto marked "Exhibit C".

Section 3. Access. Each Unit has direct access, both front and rear, onto Common Areas, which, in turn, lead without obstruction onto public streets.

Section 4. General. Each Unit, together with its undivided interest in the Common Areas, shall constitute real property for all purposes under law. Each Unit owner is entitled to the exclusive ownership and possession of that owner's Unit and to ownership of an undivided interest in the Common Areas in such percentage as is set forth in Exhibit C. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of, or by which a lien is created upon, any interest or estate in a Unit, it is sufficient to describe such Unit by setting forth the name of the Condominium, "Arlingtowne Condominium", and the Unit designation of the Unit as it appears on Exhibit B and the Drawings and the numbers of the volumes and initial pages of the records of the Recorder of Franklin County where this Declaration and the Drawings are recorded. Any such designation shall encompass and be deemed to encompass each and every separate portion of the Unit identified herein and in the Drawings as part of that Unit. Each Unit and its percentage of interest in the Common Areas shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or part of the Condominium shall be charged with the payment of those taxes and assessments.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium, including all of the land and all improvements thereon, except those portions labeled or described herein or in the Drawings as a part of a Unit, are "common areas and facilities", herein called "Common Areas".

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on Exhibit B and on the Drawings, consist, in each case, of a parking space contiguous to a Unit's carport space and immediately to the rear of a Unit's patio space, is a limited common area and facility, herein collectively called "Limited Common Areas", and in each case is reserved for the exclusive use of the Unit to which that parking space is contiguous and which it was designed to serve. The interior patio walls between Units are also Limited Common Areas for the exclusive use of the Units served by the same.

Section 3. Percentage of Ownership. The percentage of interest in the Common Areas of each Unit is set forth in the column so labeled on Exhibit C, hereof, and, in each case, is in proportion that the fair value of a Unit at the date this Declaration is filed for record bears to the then aggregate value of all Units in the Condominium. The fair value of a Unit has been determined on all relevant factors and may not be the same as sales price since the sales price of a Unit at any time may reflect availability of type of Units and other factors not necessarily reflective of fair value. The Common Areas 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 Areas. Further, the undivided interest in the Common Areas shall not be separated from the Unit to which it appertains.

ARTICLE VII

UNIT OWNERS ASSOCIATION

Section 1. Establishment of Association. Declarant has caused to be formed an Ohio corporation, not-for-profit, named Arlingtowne Condominium Association, ("the Association") to be and to serve as the Unit owners' association of the Condominium. Declarant is presently the sole member of the Association.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee simple interest in a Unit shall be a member of the Association ("a Unit owner"). 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 Rights. Each Unit owner shall be entitled to one vote for each Unit owned, and a proportionate part of a vote for a proportionate part of the fee simple interest in a Unit, provided, however, that the Declarant shall have the sole right and authority to elect or appoint the Association's Trustees who will serve until the earlier of (a) a special meeting of Unit owners called by the Trustees and held within 120 days after such date as votes of Unit owners other than Declarant equal seventy-five percent (75%) of the voting power of Unit owners, (b) the annual meeting of Unit owners next following such date as votes of Unit owners other than Declarant equal seventy-five percent (75%) of the voting power of Unit owners, and (c) the annual meeting of Unit owners in 1980.

Section 4. Board of Trustees. The Board of Trustees of the Association (for all purposes hereof the Board of Managers provided for this Condominium pursuant to Chapter 5311) at any time shall be all of those persons, at that time serving as Trustees of the Association pursuant to the Articles of Incorporation of the Association, which Articles of Incorporation are on file in the offices of the Secretary of State of Ohio, and the provisions of which, insofar as they are pertinent hereto, are hereby incorporated herein by reference as fully as if rewritten herein, and the By-Laws of the Association attached hereto.

Section 5. Authority. The Board of Trustees shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by law for a condominium association, this Declaration, the By-Laws, or the Association's Articles of Incorporation, not specifically reserved to members.

Section 6. Delegation of Authority; Professional Management. The Association, by its Board of Trustees, 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 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 to the Unit owners at the time entered into under the circumstances then prevailing.

Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Association's Board of Trustees, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

The decision by the Association not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of "eligible" holders of first mortgage liens on Units to which at least fifty-one percent (51%) of Units subject to mortgages held by first mortgage liens appertain. For the definition of "eligible" see the last sentence of Article XIX, Section 1.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and his residence or place of business, which is in Franklin County, Ohio, where the Condominium is situated, is:

William C. McMenamy, Jr.
81 South Fifth Street
Columbus, Ohio 43215

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair all the Common Areas, excluding, however, the Limited Common Areas, but including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, the streets, the community building, the pool, all buildings a part of the Common Areas, the carport structures, and the components thereof, the fences between carports and the rear (outside) wall of the storage space.

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 the Limited Common Areas appurtenant thereto. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor, the interior of patios, the interior surface of patio walls, and carport floors. Repair and maintenance of Limited Common Areas shall be the responsibility of the owner or owners to which each appertains. In the event a Unit owner shall fail to repair and maintain any exterior portion of a Unit or appurtenant Limited Common Area, or in the event the need for maintenance or repair of any part of the Common Areas is caused by the negligent or intentional act of any Unit owner or occupant of a Unit, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner or occupied by such persons. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board of Trustees.

ARTICLE X

UTILITY SERVICES

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. In the event any utility service is not separately metered the cost thereof shall be prorated among the Unit owners of those Units served by the same, in proportion to their respective interests in the Common Areas. It is anticipated that garbage and trash pick up will be individually provided and charged to each Unit owner, but the Board of

Trustees shall have the right to contract for that service for all Units and to prorate the cost thereof equally among the Units.

ARTICLE XI

INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board of Trustees shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Areas against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of the Condominium, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance may provide for built-in or installed fixtures and equipment.

This insurance shall be obtained from a fire insurance company, authorized to write such insurance in the State of Ohio, which has a general policy holder rating of no less than BBB+, as determined by the then latest edition of Best's Insurance Reports, or its successor guide.

This insurance shall be written in the name of the Association for the use and benefit of the Unit owners in the proportions of their respective insurable interests, with standard loss payable clause to the Unit owners' first mortgagees, as their interests may appear. The Board of Trustees shall have the right to negotiate all loss adjustments.

This insurance shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit owner, member of his or her family, or other occupant of a Unit, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board of Trustees so elect, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the members of the Board of Trustees, and the Unit owners and members of their respective families and other persons residing in the Condominium, with such limits as the Trustees may determine, but no less than $1,000,000, covering all claims for personal injury and/or property damage arising out of a single occurrence. This insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered

with respect to developments similar in construction, location and use. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association or other Unit owners.

Section 3. Other Association Insurance. In addition, the Association may purchase and maintain contractual liability insurance, trustees and officers liability insurance, and such other insurance as the Board of Trustees may determine.

Section 4. Unit Owners' Insurance. Any Unit owner may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner may determine, subject to the provisions hereof, and provided that no Unit owner 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 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 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 within a Unit owned by a Unit owner, provided the latter is 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 and its Trustees.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within sixty (60) days after such damage or destruction, the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of Section 1 of Article XII hereof, shall elect to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas 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 holders of first mortgages, shall within sixty (60) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of Article XII hereof, elect to withdraw the property from the provisions of this Declaration, such repairs, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of the improvements serving a Unit bears to the total cost of repair, restoration or reconstruction.

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Should any Unit owner refuse or fail after reasonable notice to pay his, her or its share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such owner and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments.

Section 7. Fidelity Bonds The Board of Trustees shall obtain fidelity bond coverage with respect to any person or entity handling Association funds, in an amount no less than 150% of the amount reasonably estimated to be handled annually by that person or entity on behalf of the Association.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a building, 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 holders of first mortgage liens on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain, electing within sixty (60) days after such substantial damage or destruction, determine not to repair or restore such damage or destruction. In such event, all of the Condominium shall be subject to an action for sale as upon partition at the suit of the Association or any Unit owner.

In the event of an election not to repair or restore such substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction, shall be apportioned among the owners of the Units in the building damaged or destroyed (and their respective first mortgagees, as their interests may appear), in the proportions of their respective insured losses, provided, however, that no Unit owner shall receive any portion of such proceeds until all liens or encumbrances on that Unit have been paid, released or discharged.

Section 2. 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 holders of first mortgage liens on Units to which at least fifty-one percent (51%) of Units subject to mortgages held by eligible holders of first mortgage liens appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board of Trustees shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII

CONDEMNATION

In the event any Unit or the Common Area, or any portion thereof, is made the subject matter of any condemnation or eminent domain

proceeding or is otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or settlement. Each Unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

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 Areas and a 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 of Trustees to charge reasonable admission and other fees for the use by guests of any recreational facility situated upon the Common Areas, to limit the number of guests of Unit owners using recreational facilities, and to make reasonable rules and regulations concerning the use and management of the Common Areas, provided, that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress to and egress from a Unit to the members of that Unit owner's family, tenants, or contract purchasers who occupy that Unit.

Section 2. 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, including each Unit, 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, Units, things, or areas of or in the Condominium.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to an easement for encroachments on any other Unit and upon the Common Areas created or arising by reason of deviations in construction, reconstruction, repair, shifting, settlement, overhangs, movement or errors in the Drawings. A valid easement for these encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium contributing to the support of another building, utility line, or improvement on another portion of the Condominium, 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.

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium, easements to the Association and to the utility company involved, for ingress and egress to, and the installation, replacing, repairing, and maintaining of all utilities, including, but not limited to water, sewers, gas, telephone, electricity, and cable television. By this easement it shall be expressly permissible for the providing utility company to

construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of any Unit or the Common Areas. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association but not the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant 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 and other instruments as may be necessary or desirable, in the sole discretion of the Board of Trustees' authorized representative, to further establish or effectuate the foregoing easements. 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, and is coupled with an interest.

Section 8. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each member 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: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) 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 the health, safety and welfare of the residents in the Condominium and for the improvement, replacement, repair and maintenance of the Common Areas.

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the beginning of each fiscal year of the Association, the Board of Trustees shall estimate, and prorate among the Units, on the basis of the interest of each Unit in the Common Areas (as set forth on Exhibit C), the following:

a. The estimated next year's cost of the maintenance, repair and other services

described in Article IX, Section 1, hereof;

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

c. The estimated next fiscal year's costs for utility services not separately metered;

d. The estimated amount required to be collected to maintain a general operating reserve fund to assure availability of funds for normal operations of the Association, in an amount no less than that deemed necessary to defray all operating expenses for a period not less than two months;

e. An amount not less than that necessary to maintain in a reserve fund the greater of (i) the estimated average annual amount required, in the opinion of the Board of Trustees, over the next succeeding fiscal five year period, and (ii) the estimated amount required in the next fiscal year, in order to make all desirable or necessary repairs and replacements of capital improvements a part of the Common Areas; 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 of Trustees shall thereupon allocate to each Unit owner his, her or its respective share of all of these items, prorated as hereinbefore set forth, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(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 annually, or in semi-annual or quarterly installments. The due dates of any such installments shall be established by the Board of Trustees, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit one-twelfth (1/12) of the annual operating assessment for that Unit.

(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 of Trustees among the Units on the same bases as heretofore set forth.

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(5) If assessments collected during any calendar year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid into the reserve fund applicable to that type of expense, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments hereinbefore authorized, the Board of Trustees may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of first mortgage liens on Units to which at least fifty-one percent (51%) of Units subject to mortgages held by eligible holders of first mortgage liens appertain.

(2) Any such assessment shall be prorated among all Units in the proportion that the percentage of interest of each such Unit is in the Common Areas, and shall become due and payable on such date or dates as the Board of Trustees determine and give written notice to the Unit owners.

(c) Special Individual Unit Assessments. The Board of Trustees may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units, pursuant to the provisions of Article IX, Section 2, hereof. Any such assessment shall become due and payable on such date as the Board of Trustees determines, and gives written notice to the Unit owners subject thereto.

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 of Trustees to the Unit owner subject thereto at least fifteen (15) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. 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 Trustees 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 assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance of the assessment shall, at the option of the Board of Trustees, without demand or notice, forthwith become due and payable, and bear interest thereafter at the rate of eight percent (8%) per annum.

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

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the entire unpaid balance of that assessment, interest and costs, may be filed with the Recorder of the county in which the Unit is situated, pursuant to authorization given by the Board of Trustees. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other officer of the Association designated by the Board of Trustees.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, 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.

(e) 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 in the county in which the Unit is situated 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.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit owner who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successor, 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, and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board of Trustees, may file a lien to secure payment of the entire unpaid balance of a delinquent assessment, interest and costs, and bring an action at law against the owner or owners personally obligated to pay the same, or an action to foreclose the lien, or any one or more of these. In any such foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action

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shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments 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 assessments or charges against the mortgaged Unit which became payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, secretary, or other designated officer 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

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of this Declaration, the By-Laws and other rules governing operation of the Condominium.

ARTICLE XVII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Board of Trustees shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE XVIII

NOTICES TO MORTGAGEES

A holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit number), shall be entitled to timely written notice by the Association of:

1. Any proposed amendment of the Condominium Declaration, By-Laws, or Drawings, or the Articles of Incorporation of the Assocation, effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining thereto, (c) the number of votes in the Association appertaining to any Unit, or (d) the purposes to which any Unit or the Common Areas are restricted;

2. Any proposed termination of the Condominium as a condominium regime;

3. Any condemnation or eminent domain proceeding affecting the Condominium or any part thereof, of which the Association's Board of Trustees obtains notice;

4. Any significant damage or destruction to the Common Areas;

5. Any decision by the Association not to restore substantial damage or destruction;

6. Any decision by the Association to renew or rehabilitate the Condominium;

7. Any decision by the Association to construct new capital improvements in the Condominium not replacing existing improvements;

8. Times and places of Unit owners' meetings; and

9. Any default under the Declaration or By-Laws which gives rise to a cause of action against a Unit owner subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the By-Laws or Articles of Incorporation) shall require (a) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgage liens on Units to which at least fifty-one percent (51%) of Units subject to mortgages held by eligible holders of first mortgage liens appertain. 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 Areas 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 Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgage liens on Units to which at least seventy-five percent (75%) of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the condominium regime; and,

(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 a period of three (3) years from the date hereof, to amend this Declaration (and the By-Laws and Articles of Incorporation), to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration or the Veterans Administration; provided that no such amendment shall be made without the written consent of all of the then holders of first mortgage liens on Units and of all of the aforesaid organizations holding or insuring mortgages on Units.

An "eligible" holder of a first mortgage lien on a Unit is one which has given written notice to the Association, stating the holder's name, address and Unit or Units subject to its mortgage.

Section 2. Method to Amend. An amendment to this Declaration (or the By-Laws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted 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 is situated.

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, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, 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 By-Laws 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 Declaration, By-Laws, Articles of Incorporation, or applicable law, or with respect to decisions made pursuant to authority granted thereunder.

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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 shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided, such invalidity shall in no wise affect any other provisions of this Declaration which 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.

IN WITNESS WHEREOF, the undersigned, First Arlingtowne Company, a partnership, by two partners duly authorized in the premises, has caused this instrument to be duly executed on its behalf this 9th day of ~~February~~ May 1978.

Signed and acknowledged by both in the presence of:

FIRST ARLINGTOWNE COMPANY

By _____
John W. Myers, Partner

By _____
William C. McMenamy, Jr., Partner

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 9th day of ~~February~~ May 1978 by John W. Myers and William C. McMenamy, Jr., Partners, on behalf of First Arlingtowne Company, a partnership.

_____
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

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EXHIBIT A

DECLARATION OF CONDOMINIUM

ARLINGTOWNE CONDOMINIUM ASSOCIATION

Situated in the State of Ohio, in the County of Franklin and in the City of Upper Arlington, and bounded and described as follows:

Being in the West Half of Section 4, Township 1, Range 19, United States Military Lands, being all of that tract of land conveyed to Robert C. Rankin and Harry L. Thoman, Jr., by deed of record in Deed Book 2708, page 353, Recorder's Office, Franklin County, Ohio, said tract of land being more particularly described as follows:

Beginning at an iron pin in the southerly line of Clifton Road (60 feet in width), the northeasterly corner of Lot 168 of EAST CLEFT ON THE SCIOTO, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 1 and 2, Recorder's Office, Franklin County, Ohio;

Thence S 85° 46' 28" E, with the southerly line of said Clifton Road, a distance of 187.39 feet to an iron pin in the northerly line of Lot 171 of said EAST CLEFT ON THE SCIOTO;

Thence S 4° 11' 45" W, crossing said Lot 171, a distance of 255.76 feet to a point in the southerly line of said Lot 171, the southerly line of said EAST CLEFT ON THE SCIOTO;

Thence S 85° 32' 13" E, with the southerly line of said East CLEFT ON THE SCIOTO, a distance of 335.55 feet to an iron pin in the northwesterly corner of Lot 6 of OAKRIDGE COURT, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 37, Page 1, Recorder's Office, Franklin County, Ohio, the same being the northwesterly corner of said OAKRIDGE COURT;

Thence S 4° 23' 30" W, with the westerly line of said OAKRIDGE COURT, the westerly line of said Lot 6, the westerly line of Lot 7 of said OAKRIDGE COURT, a distance of 298.16 feet to an iron pin in the southwesterly corner of said OAKRIDGE COURT, the southwesterly corner of said Lot 7, the northerly line of a 14.282 acre tract conveyed to Lilda M. Delewese, Trustee by deed of record in Deed Book 2190, Page 317, Recorder's Office, Franklin County, Ohio;

Thence N 85° 35' 23" W, with the northerly line of said 14.282 acre tract, a distance of 631.03 feet to an iron pin in the northwesterly corner of said 14.282 acre tract, the southeasterly corner of a 0.998 acre tract as conveyed to Clarence T. and Martha R. Yost and Frank L. and Ruthie R. Moore by deed of record in Deed Book 1764, Page 308, Recorder's Office, Franklin County, Ohio;

Thence N 16° 34' 30" W, with the easterly line of said 0.998 acre tract, a distance of 133.23 feet to an iron pin in the northeasterly corner of said 0.998 acre tract, the southerly line of a 2 acre tract as conveyed to Scioto Inn, Inc., by deed of record in Deed Book 2218, Page 69, Recorder's Office, Franklin County, Ohio;

Thence S 85° 34' 30" E, with the southerly line of said 2 acre tract, a distance of 119.20 feet to an iron pin in the southeasterly corner of said 2 acre tract;

Thence N 3° 27' 56" E, with the easterly line of said 2 acre tract; a distance of 174.36 feet to a point in the northeasterly corner of said 2 acre tract, the southerly line of said EAST CLEFT ON THE SCIOTO, the southerly line of said Lot 168;

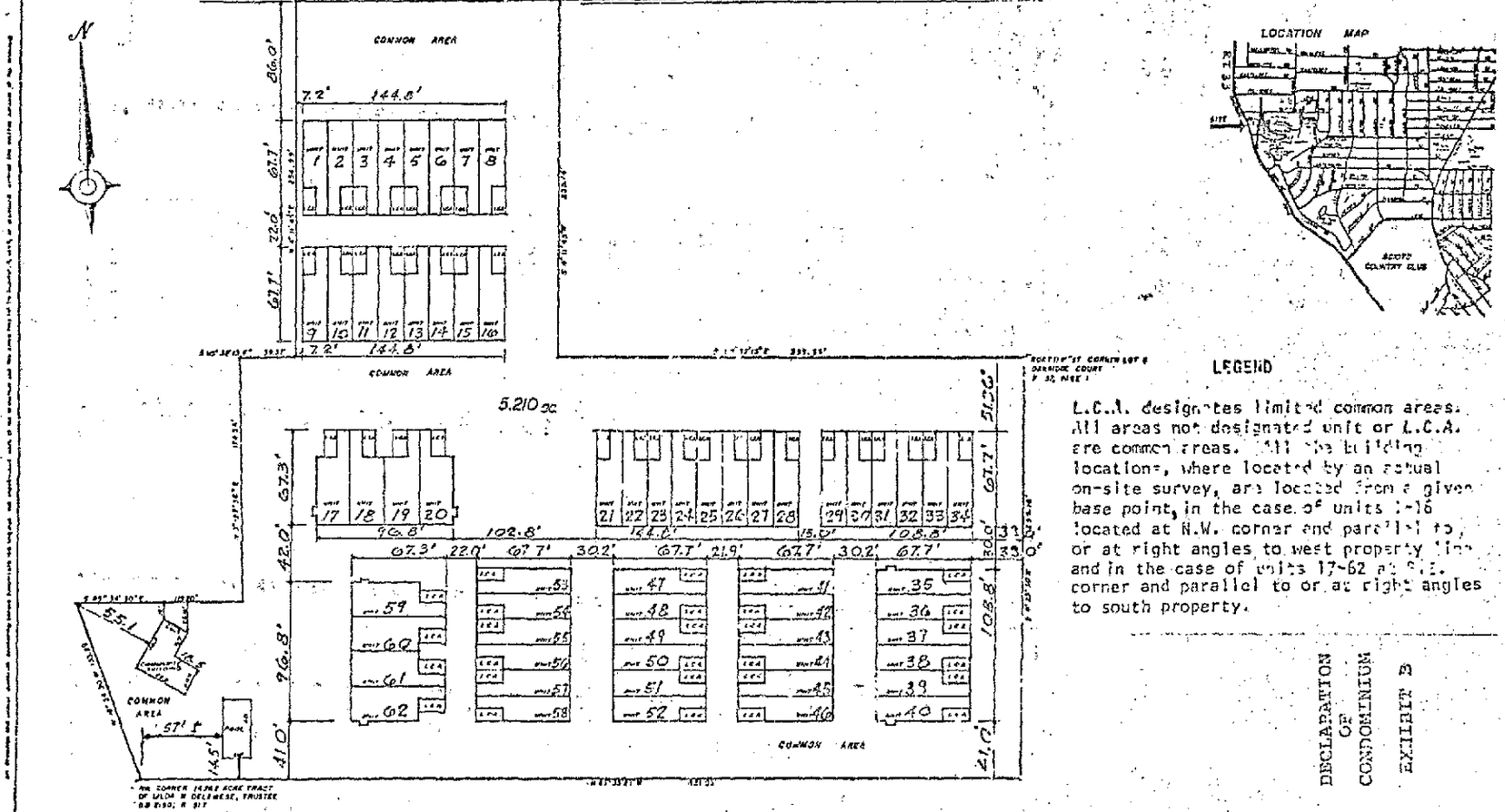
Thence S 85° 32' 13" E, with the southerly line of said EAST CLEFT ON THE SCIOTO, the southerly line of said Lot 168, a distance of 39.39 feet to a point in the southeasterly corner of said Lot 168;

Thence N 4° 11' 45" E, with the easterly line of said Lot 168, a distance of 254.99 feet to the place of beginning and containing 5.210 acres of land, more or less.

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ARLINGTOWNE CONDOMINIUM



LEGEND

L.C.A. designates limited common areas. All areas not designated unit or L.C.A. are common areas. All the building locations, where located by an actual on-site survey, are located from a given base point, in the case of units 1-16 located at N.W. corner and parallel to, or at right angles to west property line and in the case of units 17-62 at S.E. corner and parallel to or at right angles to south property.

DECLARATION OF CONDOMINIUM EXHIBIT B

ARLINGTOWNE CONDOMINIUM
CLIFTON ROAD
UPPER ARLINGTON, OHIO

EXHIBIT C

DECLARATION OF CONDOMINIUM

ARLINGTOWNE CONDOMINIUM

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Unit Designation	Unit Type	Percentage Interest	Unit Designation	Unit Type	Percentage Interest
1	D	1.582%	32	A	1.582%
2	B	1.582	33	B	1.582
3	A	1.582	34	D	1.582
4	A	1.582			
5	A	1.582	35	C	1.662
6	A	1.582	36	B	1.582
7	B	1.582	37	A	1.582
8	D	1.582	38	A	1.582
			39	B	1.582
9	D	1.582	40	C	1.662
10	B	1.582			
11	A	1.582	41	D	1.582
12	A	1.582	42	B	1.582
13	A	1.582	43	A	1.582
14	A	1.582	44	A	1.582
15	B	1.582	45	B	1.582
16	D	1.582	46	D	1.582
17	E	1.830	47	D	1.582
18	F	1.773	48	B	1.582
19	F	1.773	49	A	1.582
20	E	1.830	50	A	1.582
			51	B	1.582
21	D	1.582	52	D	1.582
22	B	1.582			
23	A	1.582	53	D	1.582
24	A	1.582	54	B	1.582
25	A	1.582	55	A	1.582
26	A	1.582	56	A	1.582
27	B	1.582	57	B	1.582
28	D	1.582	58	D	1.582
29	D	1.582	59	E	1.830
30	B	1.582	60	F	1.773
31	A	1.582	61	F	1.773
			62	E	1.830
				Total	100.00%

Type A	Types B & D	Type C
2 bedrooms	2 bedrooms	2 bedrooms
4 rooms total, plus	4 rooms total, plus	4 rooms total, plus
1 1/2 baths	1 1/2 baths	1 1/2 baths
No fireplace	No fireplace	Fireplace
1083 interior sq. ft.*	1095 interior sq. ft.*	1095 interior square feet*

Type E	Type F
3 bedrooms	3 bedrooms
5 rooms total, plus 2 1/2 baths	5 rooms total, plus 2 1/2 baths
Fireplace	No fireplace
1439 interior square feet*	1439 interior square feet*

*Interior square feet figures are approximate, and exclude areas in patios, carports, storage sheds and fireplaces.

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BY-LAWS

(Code of Regulations)

OF

ARLINGTOWNE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is ARLINGTOWNE CONDOMINIUM ASSOCIATION, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and the Association created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio, as the unit owners association for Arlingtowne 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 Trustees (Board of Managers) of the Association shall be at such place in Franklin County, Ohio, as the Trustees 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 of Arlingtowne Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Trustees.

Section 2. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Trustees or upon written request of Unit owners entitled to exercise one-fourth (1/4) of the voting power of Unit owners.

Section 3. 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 ten (10) days before such meeting to each Unit owner entitled to vote thereat, 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 ten (10) 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 4. Quorum. The Unit owners present at any duly called and noticed meeting shall constitute a quorum for such meeting.

Section 5. Proxies. At all meetings of Unit owners, each Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 6. Voting Power. Except as otherwise provided in the Declaration, these By-Laws, the Articles, 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 herein or in the aforesaid documents. Any action that could be taken by Unit owners at a meeting by vote of a majority of the voting power of Unit owners present, may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners.

ARTICLE IV

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Initial Trustees. The Trustees shall initially be those named in the Articles, or substitutes selected by Declarant, who shall serve for the period specified therein.

Section 2. Successor Trustees. At the meeting of Unit owners at which the Trustees selected by Declarant are to be replaced, the Unit owners, for terms commencing at that time, shall elect three Trustees, one each for a one, two and a three year term, and at each annual meeting thereafter, the Unit owners shall elect a Trustee for a term of three (3) years to replace the Trustee whose term then expires. From and after the time the Unit owners first elect Trustees, the Unit owners, by vote of those exercising a majority of the voting power of Unit owners, may change the number and terms of office of the Trustees.

Section 3. Removal. Excepting only Trustees appointed by Declarant, any Trustee may be removed from the Board, with or without cause, by a majority vote of the Unit owners. In the event of death, resignation or removal of a Trustee other than one selected by Declarant, that Trustee'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 Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to select the successor of any Trustee selected by it who dies, resigns, or leaves office for any other reason.

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Section 4. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his, her or its actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The Board of Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for the election of Trustees to be elected by the Unit owners shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Unit owners appointed by the Board of Trustees. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Trustees 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, as many votes as they are entitled to exercise under the provisions of the Articles and the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF BOARD OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Board of Trustees, or by any two (2) Trustees, after not less than three (3) days notice to each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall constitute a binding act or decision of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall exercise all powers and authority under law, and under the provisions of the

Articles, these By-Laws, and the Declaration 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 of Trustees shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Declaration, and these By-Laws;

(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 Areas;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners and their guests thereon, and establish penalties 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 assessment 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 Declaration, these By-Laws, or the Articles);

(h) declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board of Trustees - the terms of any management agreements shall be as determined by the Board of Trustees to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles, and the Declaration); and

(j) do all things and take all actions permitted to be taken by the Association by law, the Declaration, these By-Laws, and the Articles, not specifically reserved thereby to others.

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Section 2. Duties. It shall be the duty of the Board of Trustees 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 the annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-fourth (1/4) 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) as more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Unit as provided therein;

(ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and

(iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(e) procure and maintain insurance as provided in the Declaration, and as the Trustees deem advisable;

(f) cause all officers or employees handling Association funds to be bonded;

(g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;

(h) cause the restrictions created by the Declaration to be enforced; and

(i) take all other actions required to comply with all requirements of law, the Articles, the Declaration and these By-Laws.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall

at all times be members of the Board of Trustees, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution establish.

Section 2. Selection and Term of Officers. The officers of the Association shall be selected by the Board of Trustees, from time to time, to serve until the Trustees select their successors.

Section 3. Special Appointments. The Trustees 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 Trustees may, from time to time, determine.

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

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

(a) President. The president shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Trustees are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Trustees.

(c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of the Trustees and of the Unit owners, serve notice of meetings of the Trustees and of the Unit owners, keep appropriate current records showing the Unit owners of the Association together with their addresses, and shall perform such other duties as required by the Trustees.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Trustees, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Unit owners at the annual meeting, and deliver or mail a copy of each to each of the Unit owners.

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ARTICLE IX

COMMITTEES

The Board of Trustees may appoint an Architectural Control Committee to act and have authority as provided in the Declaration, and shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Trustees may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

FISCAL YEAR

Unless otherwise changed by the Board of Trustees, 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 XI

AMENDMENTS

Any modification or amendment of these By-Laws 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 to the Recorder of Franklin County for record.

IN TESTIMONY WHEREOF, the undersigned, the Declarant of Arlingtowne Condominium and the sole member of Arlingtowne Condominium Association, has caused these By-Laws (which also serve as the Code of Regulations of Arlingtowne Condominium Association), to be duly adopted on or as of the 9th day of May, 1978.

FIRST ARLINGTOWNE [illegible]

By _____
John W. Myers, Partner

By _____
William C. McMenamy, Jr., Partner

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.