and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

(1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;

(2) within thirty (30) days after a change in any of the above-described information; and

(3) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(o) **Discrimination**. 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.

(p) **Architectural Control**. Except for improvements constructed by the Declarant, or improvements constructed with respect to Commercial Units done pursuant to authority provided in paragraph (f), above, and except as hereinafter specifically provided, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(q) **Arbitration**. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board

specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board 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.

(r) **Rules and Regulations**. In addition to the rules and regulations hereinbefore specifically described as being authorized to be established by the Board, the Board, from time to time, may adopt such further reasonable rules and regulations concerning the use of Units and the Common Elements as it deems necessary or desirable to promote harmony, to serve the best interests of the majority of the Unit owners, and to protect and preserve the nature of the Condominium, as a first-class, high-quality, residential/commercial facility. Notwithstanding the foregoing, rules and regulations which affect the use of the Commercial Units, or the Common Elements between such Units and High Street, shall not be effective unless approved by the Commercial Unit Owners who have at least 75% of the voting power appurtenant to the Commercial Units. Additionally, the Commercial Unit Owners who have at least 75% of the total voting power appurtenant to the Commercial Units may, from time to time, adopt reasonable rules and regulations concerning the use of the Commercial Units or the Common Elements between such Units and High Street, which rules and regulations shall be enforceable by the owners of Commercial Units as though promulgated by the Board.

Copies of all such rules and regulations shall be furnished by the Board to each Unit owner (or by the owners of Commercial Units to the other owners of Commercial Units with regard to the rules promulgated by the owners of Commercial Units) prior to the time when the same shall become effective. No such rule or regulation shall discriminate against any Unit owner or occupant on the basis of race, religion, national origin or sex.

Notwithstanding any provision to the contrary contained herein or in any other Condominium Organizational Document, no amendment to the provisions of this Declaration or any Condominium Organizational Documents, regarding: (a) the use of the Commercial Units; (b) the use by owners or tenants of Commercial Units of the Common Elements between the Commercial Units and High Street; or (c) the creation or enforcement of rules and regulations affecting such Commercial Units or Common Elements between the Commercial Units and High Street; may be enacted without the approval of the Commercial Unit Owners who have at least 75% of the total voting power appurtenant to the Commercial Units.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

The initial phase of the Condominium consists of a twelve-story building containing three commercial units on the first floor and 2 residential units on each of the second through twelfth floors. The basement area contains storage areas. The building is constructed of steel and concrete, and improvements are shown on the drawings filed with this Declaration. Each Unit has access to the Common Elements which have direct access to publicly dedicated right-of-way.

ARTICLE V

UNITS

Section 1. **Unit Designations**. Each of the twenty-two (22) Residential Units in the initial phase of the Condominium is designated on the Drawings by a three or four-digit number, the first number (or first two numbers) of which are the floor number, followed by either an "00" (for units in the South part of the building) or an "01" (for units in the North part of the building). For illustration, unit 200 is the Unit located on the South side of the building, on the second floor. Unit 1201 is the Unit located on the North side of the building, on the twelfth floor. The three (3) Commercial Units are designated as Units C-141, C-147 and C-149 corresponding to the addresses of the commercial units. The Unit designations for all are set forth in Exhibit B, and their respective locations are shown on the Drawings.

Section 2. **Composition of Units**.

(a) **Unit Composition**. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, all within the building as constructed or as reconstructed in substantial accordance with the original drawings. Without limiting the generality of the foregoing, each 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 and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(2) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, 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, furnaces and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(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 interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; 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, or within the exterior walls of that Unit;

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

(a) any structural element of the building contained in interior walls; and

(b) 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.

(b) **Unit Sizes; Locations and Components**. The location of each part of each Unit and the number of rooms in each Unit are shown on the Drawings. The approximate size of each Units interior is set forth in Exhibit B. The Declarant reserves the right to modify interior features, rooms and overall space to accommodate buyer requests.

Section 3. **Conversion of Commercial Units.**

(a) **General; Conditions.** Notwithstanding any other provision in this Declaration to the contrary, and provided that:

(i) the same may be accomplished without contradicting the provisions of the Ohio condominium statute;

(ii) the same meets all requirements of the appropriate governmental authorities in all respects, including, without limitation, building, zoning, and health and safety requirements; and

(iii) no structural or exterior change is made to the building without the approval of the Board;

the owners of a Commercial Unit may, at any time and from time to time, convert all or any portion of a Commercial Unit into one or more units or common elements, including Limited Common Elements.

(b) **Mechanics.** A Unit owner desiring to convert a Commercial Unit shall prepare and execute an amendment to the Declaration that describes the conversion and record the amendment together with the drawings described in division (E) of section 5311.07 of the Revised Code. The amendment shall specify the square footage, undivided interests in the Common Elements, proportionate shares of common surplus and common expenses, and the voting powers of each Unit resulting from the conversion. The aggregate totals of the foregoing shall equal the undivided interest in the Common Elements, proportionate share of common surplus and common expenses, and the voting power of the Unit being converted. The amendment to the declaration shall also assign an identifying number to each Unit formed, describe or delineate the Limited Common Elements formed out of the Convertible Unit, and show or designate each Unit to which those Limited Common Elements are reserved.

(c) **Effect of Conversion.** The conversion of a Convertible Unit pursuant to this section is deemed to occur at the time that the amendment and drawings are filed with the County Recorder.

Section 4. **Relocation of Boundaries of Units and Limited Common Elements**

(a) **Right to Relocate Boundaries of Units and Limited Common Elements.** Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the undivided interests in the Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

(1) The Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not due and payable.

(2) In the application, the Owners of the adjoining Units may request a specific reallocation of their undivided interests in the Common Elements allocated to the adjoining Units.

(b) **Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements.** Unless the Board finds any requested reallocation of the undivided interests in the Common Elements to be unreasonable, within thirty days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

(1) Identification of the affected Units;

(2) Words of conveyance between the Owners of the Units;

(3) A specification of the undivided interests in the Common Elements, the proportionate shares of common surplus and common expenses, and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

(c) **Recordation of Amendment.** At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

(1) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;

(2) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

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 in the Drawings as a part of a Unit, are Common Elements. Except for easements and rights for maintaining sales and marketing facilities and for repairing and completing improvements in the Condominium, and for access and utility service to the Additional Property, and except in its capacity as a Unit Owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. **Limited Common Elements - Description**. Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements.

(a) **Limited Common Elements Appurtenant to All Residential Units** The first floor lobby area, stairwells, elevators and roof-top terrace (except for the Terrace area reserved for the use of Unit 1201) are Limited Common Elements appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of all Residential Units, and are delineated accordingly on the Drawings filed herewith.

(b) **Limited Common Elements Appurtenant to Individual Residential Units** The individual basement storage areas and individual terraces within the Condominium Property are Limited Common Elements appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of the specific Residential Units shown on the Drawings filed herewith as served by such elements. Additionally, the roof-top terrace immediately above Unit 1201 is a Limited Common Element appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of Unit 1201.

The Declarant intends to construct a parking garage on the Additional Property, and at the time such property is added to the Condominium, one Limited Common Parking Element space will be designated on the Drawings filed therewith as appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of each of the Units in the initial phase of the Condominium.

Section 3. **Undivided Interest**. The initial undivided interest in the Common Elements appurtenant to each Unit is shown on Exhibit B, and is allocated on the par value assigned to each unit, as shown on Exhibit B. 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. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Elements shall be reallocated among Units in proportion to their par values. The unit types that may be created on the additional property and added to the Condominium, and their assigned par values are as shown on Exhibit B.

Section 4. **Limited Common Elements - Reallocation**. Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.

(b) The Owners of the affected Units shall submit to the Board of directors of the Unit Owners Association the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.

(c) At the expense of the Owners of the affected Units, the Unit Owners Association shall record the submitted amendment to the Declaration.

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. The Declarant is presently the sole member of the Association.

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 Rights**. Each Unit Owner shall be entitled to vote in proportion to the undivided interest of each Unit owned in fee simple, and a proportionate part of that 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.

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 sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Directors. The Unit Owners other than the Declarant shall elect one-third (two) of the Directors at such meeting and the Declarant shall designate the other two-thirds (four) of the Directors, which six Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the following paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created (37).

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, but in no event later than the fifth anniversary of the establishment of the Association, 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 persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The terms of the six Directors shall be staggered so that the terms of two of the Directors will expire and successors 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, 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, including, without limitation:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, 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 and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;

(e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, pursuant to division 6 of this Article VII, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;

(p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) Suspend the voting privileges and use of recreational facilities of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty days;

(s) Purchase insurance and fidelity bonds required by this Declaration, the By-Laws, or by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(1) Conferred by this Declaration or the By-laws, or the law of the State of Ohio;

(2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(3) Permitted to be exercised in Ohio by a not-for-profit corporation; or

(4) Necessary and proper for the government and operation of the Association.

Section 6. **Procedures for Enforcement of Violations.**

(a) **Notice.** Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

(1) a description of the property damaged or the violation;

(2) The amount of the proposed charge or assessment;

(3) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

(5) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or assessment.

(b) **Hearing.** A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

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

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

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

Section 7. **Delegation of Authority; Professional Management**. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, 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 at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as defined by an institutional first mortgagee or 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 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, provided that any management contract entered into with the Declarant prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to perform and supply an audit of the Association's financial records.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, is:

Robert S. Long
3100 Tremont Road
Upper Arlington, Ohio 43221

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.** To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefore, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities or Limited Common Elements serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Elements, provided, however, that the Association shall not be required to provide cleaning or housekeeping with respect to Limited Common Elements exclusively serving one unit, and further provided that to the extent not prohibited by law or covered by hazard insurance maintained by the Association, damage done to any portion of the Common Elements by the negligent or intentional act of the Owners or the Occupants of a unit, or by the guests or invitees of Owners

or Occupants of a Unit, shall be charged to the Owners of the Unit in question as a Special Individual Unit Assessment. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2. **Individual Responsibility**.

(a) **General** Each Unit Owner shall repair and maintain, at the cost of the Unit Owner (except where such repair and maintenance is the result of a matter covered by the Association's insurance, in which event the Association shall hold insurance proceeds for the benefit of the Unit Owners and their mortgagees, as their interests may appear, and shall make the insurance proceeds available to the Unit Owner to reimburse the Unit Owner for the cost of such repair and maintenance), the Unit and all components thereof, owned by that Unit Owner, and shall provide routine maintenance and cleaning with respect to any Limited Common Elements appurtenant exclusively to that Owner's Unit. 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, and any terraces appurtenant to an individual unit.

(b) **Failure to Maintain** In the event a Unit Owner shall fail to make any such repair or perform such maintenance required pursuant to this Article, 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 any guests or invitees of the Owners or Occupants, 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, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such 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 SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. In the event any utility service is not

separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES BONDS

Section 1. **Fire and Extended Coverage Insurance**. The Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the 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 in the locale of the Condominium Property, 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 one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of $10,000 or 1% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, 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. The carrier's charter, by-laws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(d) shall provide that its coverage is primary, (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, 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 and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further 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;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are